

Investor Service Instruction & Application Form - Company/CC



Introduction:

Prudential Portfolio Managers Unit Trusts Ltd is a subsidiary of Prudential Portfolio Managers (South Africa) (Pty) Ltd, the latter being authorised as a Discretionary Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act, No 37 of 2002 (FAIS). The license number is 615. FAIS became effective on 1 October 2004. The purpose of the Act and its subordinate regulations is to protect consumers and to enhance the integrity of the financial services industry. The purpose of this document is to establish a clear contractual investor - intermediary arrangement as referred to in the Act. In lieu of the aforementioned it is necessary to highlight Manager obligations, investor responsibility and specific terms and conditions that will form the basis of any agreement between the parties.

The parties to this contractual arrangement are:

a) Prudential Portfolio Managers Unit Trusts Ltd
(hereinafter referred to as the Manager)

b) Full Company Details _____
(hereinafter referred to as the investor)

Company Details (to be completed in block capitals)

Registered name	_____
Registration number	_____
Registered address	_____ _____ Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Trading name (if different to above)	_____
Business address (if different to above)	_____ _____ Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Postal address (if different to above)	_____ _____ Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Income tax number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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Contact person

Title	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	ID Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Full Name	_____		
Contact Details	Home () _____	Work () _____	
	Fax () _____	Cell _____	
E-mail	_____		

Would you like to receive your statement electronically? Yes No

Terms and Conditions

Manager obligations

1. The Manager is an authorised financial services provider and subject to the provisions of the FAIS Act and its subordinate measures;
2. As a licensed intermediary in terms of the FAIS Act the Manager only renders intermediary services to investors;
3. The Manager does not render any financial or financial product advice to investors;
4. As a result the Manager will not provide the investor with any recommendation, guidance or proposal regarding any of the Prudential investment portfolios;
5. In view of this status under FAIS it must be noted that the Manager will only act on specific written investment instructions of the investor subject to the terms and conditions as set out in this agreement and application form.

Investor obligations

In view of the fact that the Manager only executes the investment instruction(s) of the investor, the following understanding is recorded:

1. The investor acknowledges that the Manager has provided the investor with sufficient business information, confirmation of the required Financial Services Provider Licence and the licensed areas of financial service offered. The investor hereby acknowledges receipt of such information;
2. No financial or investment analysis has been done by the Manager on behalf of the investor and as a result there may be limitations or risks pertaining to the appropriateness of the investment portfolio or fund selected by the investor;
3. The investor understands his/her responsibility to take particular care to consider on his/her own whether the selected investment portfolio is appropriate considering his/her objectives, financial situation and particular needs;
4. The investor understands his/her responsibility to take particular care to consider the benchmark, terms and conditions of any of the investment portfolio(s) that he/she selects;
5. The investor warrants that the origin of any funds in respect of the premiums or considerations applicable to any transaction that may be concluded between the parties comply with the requirements in terms of the Financial Intelligence Centre Act;
6. The investor warrants to Prudential that he/she is acting for his/her own account and that he/she has made his/her own independent decision to enter into the investment and as to whether the investment is appropriate or proper for him/her, based upon his/her own judgement, and/or upon advice from independent advisors, as he/she may deem necessary;
7. The investor warrants that he/she is not relying on any communication from Prudential, whether written, oral or implied as investment advice or as a recommendation to enter into the investment; it being understood that information and explanations relating to the terms and conditions of an investment shall not be considered investment advice or a recommendation to enter into the investment;
8. The investor warrants that he/she has not received from Prudential any assurance or guarantee as to the expected results of the investment;
9. The investor warrants that he/she is capable of evaluating and understanding the investment, and understands, assumes and accepts, the terms, conditions and risks of the investment;
10. The investor understands that values of units within unit trusts, managed portfolios and any other market linked investment instrument fluctuate in line with the market values of the underlying securities comprising such portfolios. The investment shall be subject to any volatility in the underlying markets; and
11. The investor indemnifies and agrees to hold harmless, and agrees to have no claim or cause of action against Prudential, for any loss or damage of whatsoever nature that the investor may suffer as a result of the investment.

General

1. Please note that all notifications of deposits, contributions and investment applications must be received by Prudential Portfolio Managers Unit Trusts Ltd by or before 1:30pm to be transacted at the net asset value price for that day, except for the Money Market Fund and Dividend Income Fund which have a cut off time of 10.30am. The cut-off time also applies to redemptions and switch transactions. Where all required documentation is not received before the stated cut off time, the Manager shall not be obliged to transact at the net asset value price for that day.
2. The net asset value price is calculated using the forward pricing methodology. The net asset value can be defined as the total market value of all assets in the unit portfolio including any income accruals and less any permissible deductions from the portfolio, divided by the number of units in issue.
3. Units will be bought and sold at the net asset value price in accordance with the requirements of the Collective Investment Schemes Control Act and the relevant Deed.
4. Permission is hereby granted to deduct and pay all fees as shown in the schedule titled "Prudential Collective Investment Schemes". Permissible deductions from the fund include management fees, performance fees, bank charges, trustee / custodian fees, audit fees, regional council levies, MST and brokerage. Please refer to the CIS summary attached.
5. Commissions and fees may be paid to advisors and are included in the above costs.
6. The management company may, at its discretion, close the fund to new investors and existing unit holders including the cessation of debit orders.
7. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on behalf of the client, are the client's own responsibility.
8. The Trustee's details are: Standard Bank Trustee Services, 20th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town.

Amendment Instructions

1. Only signed written instructions (faxed copies included) from the unit holder will be acted upon.
2. Units may be ceded or assigned for which a processing cost may be levied.
3. Prudential will not proceed with any transaction if there is any doubt as to the validity of any signatures/information or if we deem the instruction to be incomplete in any way.
4. Prudential Portfolio Managers Unit Trusts Ltd cannot be held liable for any resultant losses from the above.
5. For regular withdrawals/payment options, please use the standard instruction form.

Terms and Conditions

FICA Compliance

In terms of the Financial Intelligence Centre Act, 2001 ("FICA") we require a copy of the following documents where applicable:

1. Certificate of incorporation (CM1)/ (CK1).
2. Certificate of change of name of company/ CC (CM9).
3. Notice of registered office and postal address of company/ CC (CM22).
4. Communication from SARS showing the income tax reference number and VAT reference number.
5. For each authorised signatory a completed Form A (or equivalent information) with copies of the documentation specified.
6. Copy of cancelled cheque or bank statement to verify your banking details.

Investment Transaction Minimums

1. Please note that there is a minimum holding of R2 000 per fund. Should the holdings fall below this value as a result of a switch, a debit order cancellation, or a redemption of units, the Manager reserves the right to redeem the remaining units and pay the proceeds to the unitholder or charge a transaction fee for balances below the minimum holding.
2. All payments will be electronically transferred into the bank account of the unit holder only.

Reporting

Unit Holder statements will be issued quarterly. Additional client statements are available on request from Client Services on sharecall 0860 105 775.

Risk Warning

Unit trusts are medium- to long-term investments. The value of units may go up or down and past performance is not necessarily a guide to future returns. Unit trust prices are calculated on a net asset value basis, which is the total market value of all assets in the portfolio including any income accrual and less any permissible deductions from the portfolio, divided by the number of units in issue. Permissible deductions may include management fees, brokerage, MST, auditor's fees, bank charges, trustee fees. The fund may borrow up to 10% of the market value of the portfolio to bridge insufficient liquidity. A schedule of fees and charges and maximum commissions is available from Prudential Portfolio Managers Unit Trusts Ltd or on www.prudential.co.za. Commissions and fees may be paid and if so, are included in the overall costs. Forward pricing is used. Performance figures are quoted from Micropal for lump sum investment using net asset value prices, with income distributions reinvested. Prudential Portfolio Managers Unit Trusts Ltd is a member of the Association of Collective Investment Schemes.

Fees

1. Units are priced using the forward pricing method. The quarterly statement will indicate the applicable fees under this investment for that period.
2. It is the responsibility of the Financial Advisor to make sure that the investor is fully informed of all fees under this investment.
3. VAT will be added to all fees where applicable.

Authorisation and Declaration

I/We warrant that the information contained herein is true and correct, and that, where this application is signed in a representative capacity, I/we have the necessary authority to do so and that this transaction is within my/our power. I/We understand that this application, read with the Deed, constitutes the entire agreement between Prudential Portfolio Managers Unit Trusts Ltd and myself/ourselves. I/we confirm that information pertaining to my/our account (including duplicate statements, valuations and other information that may be required from time to time) may be released to myself or the Financial Advisor identified above in electronic or written format. I/We understand these Terms and Conditions. I/We herewith confirm that I/we have received the disclosure information as required by Section 3 of the Collective Investment Schemes Control Act, Act 45 of 2002, from Prudential Portfolio Managers Unit Trusts Ltd or the Financial Advisor prior to completing this application form.

I/We confirm that I/we have received the following information from either Prudential or my Financial Advisor:

- investment objectives
- the calculation of the NAV and dealing prices
- charges
- risk factors
- distribution of income accruals
- any additional information necessary to enable the investor to make an informed decision

In view of the Financial Advisory and Intermediary Services Act (FAIS) specific record-keeping requirements imposed on financial services providers, the investor hereby acknowledges that he/she understands the content of this document and instructs the Manager to render the intermediary service in accordance with this instruction.

Full Name of Signatory: _____

Capacity: _____

Signature of Investor or Legal Guardian

Date:

D	D	M	M	Y	Y	Y	Y

Contact details

Prudential Portfolio Managers Unit Trusts

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Claremont
7735

7th Floor, Protea Place
40 Dreyer Street
Claremont
7708

Tel: 0860 105 775
Fax: +27 21 671 3343

unittrustoperations@prudential.co.za
www.prudential.co.za

Compliance department

Please do not hesitate to contact us if you are not satisfied with this investment or the services from the Administrator. A complaint must be submitted to the Compliance Officer.

The contact address of the Compliance Officer is the same as the address above.

The Administrator will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof.

Complaints

If an investor is not satisfied with the response from Prudential Portfolio Managers Unit Trusts Ltd or if an investor has a complaint about the advice given by the Financial Advisor, he/she has the right to address his/her complaint in writing to the Ombud for Financial Services Providers:

P O Box 74571
Lynnwood Ridge
0040

Tel: +27 12 470 9080
Fax: +27 12 348 3447
email: info@faisombud.co.za

The Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.