

# Investor Service Instruction & Application Form - (offshore)



## Introduction:

M&G Securities Limited (hereinafter referred to as M&G) is registered under the laws of England and Wales and regulated and authorised by the Financial Services Authority.

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. Prudential Portfolio Managers Unit Trusts Ltd is the appointed South African representative of M&G Securities Limited.

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 name(s) and Surname \_\_\_\_\_  
(hereinafter referred to as the investor)

## Investor details (to be completed in block capitals)

Local Office	South Africa <input type="checkbox"/>	Namibia <input type="checkbox"/>	<input checked="" type="checkbox"/>
Title	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Male <input type="checkbox"/>	Female <input type="checkbox"/>
Surname	_____		
First Names	_____		
ID or Passport 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"/>	Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
Resident	<input type="checkbox"/> Resident	<input type="checkbox"/> Non Resident	Nationality _____
Income tax reference 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"/>		
Residential address	_____ _____ Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Postal address if different to residential	_____ _____ Code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Contact details	Home ( ) _____	Fax ( ) _____	
	Work ( ) _____	Cell ( ) _____	
	E-mail _____		
Would you like to receive your statement electronically?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	







# 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/shares within unit trusts, open-ended investment companies, 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 The Manager, for any loss or damage of whatsoever nature that the investor may suffer as a result of the investment.

## General

1. 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 portfolio including any income accruals and less any permissible deductions from the portfolio, divided by the number of units/shares in issue.
2. Units/shares will be bought and sold at the net asset value price.
3. 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.
4. Commissions and fees may be paid to advisors and are included in the above costs.
5. The management company may, at its discretion, close the fund to new investors and existing unit/share holders including the cessation of debit orders.
6. 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.
7. The investment is made subject to the chosen Fund Scheme particulars and principal documents such as the Prospectuses.
8. The Manager is the representative of Prudential in South Africa, facilitates access to the Financial Services Board approved Prudential Funds for Prudential investors.
9. The investor acknowledges that all instructions given to the Manager will be subject to the timing standards, procedures and such final prices and exchange rates that the Prudential Funds and/or other third parties may use and confirm. The Manager will do everything reasonably possible to ensure that it carries out such instructions within a reasonable time period and therefore, cannot be held responsible for any direct or consequential loss or damage arising from any delay.
10. South African Residents (i.e. private individuals) over the age of 18 are currently limited by exchange control regulations to a foreign investment allowance of R2 00 000.00. This investment will form part of your foreign investment allowance if you convert your SA Rands to invest.
11. The investor is responsible for obtaining tax clearance from the South African Revenue Services and Exchange Control approval from the South African Reserve Bank. The Manager will not be liable for any delays relating to such clearances or approvals or any contravention of exchange control legislation.
12. The investor is also responsible for the money transfer from his/her bank account directly to the Prudential Offshore Client Bank Account held at HSBC Bank. The investor shall be liable for bank charges incurred when the investment amount is transferred to the foreign bank account.
13. The foreign bank determines the rate applied to the investment amount for that day (or the previous business day in the case of a foreign public holiday).
14. Where the currency of the deposit differs from the Prudential Fund currency, the foreign bank's authorised dealer will convert the deposit to the relevant Prudential Fund currency.

## Amendment instructions

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

## FICA compliance

In terms of the Financial Intelligence Centre Act, 2001 ("FICA") the Manager requires a copy of each of the following documents:

1. Identity document or passport to verify the investor's identification number and full name.
2. Copy of utility bill or similar to verify the investor's residential address.
3. Copy of correspondence from SARS to verify the investor's income tax number.
4. Copy of cancelled cheque or bank statement to verify the investor's banking details.

## Investment transaction

1. All payments will be electronically transferred into the bank account of the unit/share holder only.
2. The proceeds of a redemption will be paid within 5 (five) working days of being processed.

## Reporting

Unit/share 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 and open-ended investment companies are medium- to long-term investments. The value of units/shares may go up or down and past performance is not necessarily a guide to future returns. Unit trust/share 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/shares 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](http://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 Morningstar 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 for Savings and Investment South Africa.

## Fees

1. Units/shares 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.

## 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 Prospectus/Deed, constitutes the entire agreement between the Managers 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 The Manager or my/our 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:

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Capacity:

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Signature of investor

Second joint name (if applicable):

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Full Name of Signatory:

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Capacity:

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Signature of Investor

Date:

D	D	M	M	Y	Y	Y	Y

## Contact details

### Prudential Portfolio Managers Unit Trusts Limited

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Claremont  
7735

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40 Dreyer Street  
Claremont  
7708

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Fax: +27 21 671 3343

info@prudential.co.za  
www.prudential.co.za  
www.prudential.co.uk  
www.mandg.co.uk

### 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.

### For office use only

Client \_\_\_\_\_

Brokerage Code \_\_\_\_\_

Mainstream or Occasional (indicate in block M or O)

Gross Amount \_\_\_\_\_

Initial Fee % \_\_\_\_\_

Commision % \_\_\_\_\_

Broker Code \_\_\_\_\_

Net Amount \_\_\_\_\_

Commision Amount £ \_\_\_\_\_

Commision \_\_\_\_\_