

# To be retained by Investor Terms and Conditions

#### General

- 1. The Prescient Retirement Funds ("the Funds") are registered with the Financial Services Board and approved for tax purposes by the South African Revenue Service. The Funds are administered by an administrator chosen by the Funds' Trustees from time to time. The current administrator is Prescient Life (RF) Limited with Reg. No. 2004/014436/06 ("Prescient Life"). Prescient is an approved retirement benefit administrator and an authorised financial services provider. Prescient Life has outsourced certain aspects of the administration function to D&D the Cycle (Pty) Limited (Reg. No: 2013/157477/07) ("the Administrator") who is also an approved retirement benefit administrator, specifically in relation to the personal share portfolios ("PSPs") selected by Members. The current investment options available to members in the Funds are those unit trust funds and life pools administered by Prescient Management Company (Pty) Ltd and Prescient Life, as well as PSPs offered by authorised discretionary financial services providers.
- 2. This application together with the Membership Certificate document, will govern the legal relationship between the investor and the Fund. It is the Administrator's sole discretion to accept or reject the investor's application form.
- 3. Once the investor's application is accepted, the Administrator will provide the investor with a Member Certificate confirming the investment and summarising the terms and conditions of membership of the Fund.
- 4. Membership of the Fund will commence on the later of the date on which this application form has been accepted with the supporting documentation and a contribution / transfer has been received into the bank account of the Fund and proof of deposit has been received.
- 5. Investments into the underlying Investment Options will be made within 1 business day of acceptance of the application, subject to any delays caused by any third party or any other occurrences beyond the control of the Administrator. Any interest earned on any deposit of the contribution / transfer into the bank account of the Fund on the first day will be used to pay the expenses of running the Fund as authorised by the Trustees of the Fund.
- 6. The rules of the Fund may be examined at the Fund's registered office and a copy of the rules can be obtained from the Administrator at a nominal fee.
- 7. The Fund is entitled to change any of the underlying Investment Options offered by it, at its discretion. In the event that the Fund removes an underlying Investment Option, the investor will be given written notice (to the last known address), and requested to provide the Administrator with a switch instruction (detailing which alternative portfolio has been selected). In the absence of any signed instruction, the Administrator will affect a switch to the Prescient Money Market Fund.
- 8. 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 investor, are the investor's own responsibility.
- 9. The investor has 14 days after receipt of the investment confirmation within which to report any errors to the Administrator.
- 10. No indulgence granted by the Funds / the Administrator shall affect or prejudice the rights of the Funds / the Administrator, nor shall it be regarded as a waiver of the Fund's / the Administrator's rights.

#### Personal Share Portfolio (PSP)

- 1. The PSP is held in the name of the relevant Fund for your benefit.
- 2. The Fund has given the PSP provider an investment mandate. In terms of this mandate, a PSP may include listed shares, listed debt instruments like bonds, listed property, cash and other approved securities.
- 3. The PSP provider is responsible for the investment management of all assets in the PSP.
- 4. The PSP provider may not process any request from you or provide any investment instruction that falls outside the Fund's investment mandate with them.
- 5. The Fund allows you to provide input to the PSP provider on the management of your PSP. This input is limited to the investment mandate you have entered into with the PSP provider.
- The Fund may withdraw your ability to provide input to the PSP provider, at any time.
- 7. The PSP is subject to the PSP provider's standard business rules, procedures and timing standards which must be provided to you when you enter into an investment mandate with the PSP provider.
- 8. The Administrator will pay the PSP investment amount to the PSP provider once it has accepted your application.
- 9. The Administrator will use portfolio information provided by the PSP provider to calculate a unit price in respect of your total investment holdings in order to report to you. Delays in pricing a PSP beyond the Administrator's control may result in delays in processing instructions.
- 10. All PSP's must contain a cash component for the deduction of ongoing fees payable e.g. administration fees and PSP fees.
- 11. If there is any tax to be paid for transactions in the PSP, the Administrator will request your PSP provider to pay it from the PSP.
- 12. If your investment in the PSP is at any time less than the PSP provider's minimum for a segregated portfolio, the PSP provider may switch the current PSP investment to another investment component deemed suitable by them, such as a portfolio under a collective investment scheme.
- 13. Any PSP solely invested in, or any combination of a PSP and another investment option, must comply with Regulation 28 of the Pension Funds Act.

# Applicable if appointing a Financial Advisor/FSP

- 14. The Administrator will only accept applications, submitted on behalf of investors, from FSP's who have been granted a licence by the Financial Services Board.
- 15. The Funds and the Administrator cannot be held responsible or liable for loss or damage suffered by the investor as a result of the FSP acting outside his / her licence parameters or because of delays in the processing or rejection of this application form, caused by the fact that the investor's FSP is not authorised as a Financial Services Provider or is not approved by the Administrator.
- 16. The FSP is responsible for ensuring that the investor receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of the Administrator.

#### Instructions

- 17. Only signed written instructions (faxed copies included) from the member or the FSP will be acted upon.
- 18. The Administrator 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 and the Administrator cannot be held liable for any resultant losses as a result thereof.

#### Reporting

Statements will be emailed to the member annually after the annual audit of the fund has been completed. Electronic copies of statements are available to members through granted online access. Investors will be sent an email transaction advice on the completion of any instruction (with the exclusion of certain regular transactions) to the e-mail address as supplied above.

# Risk Warning

1. Collective Investment Schemes in Securities (CIS) should be considered as medium to long-term investments. The value may go up as well as down and past performance is not necessarily a guide to future performance. CIS's are traded at the ruling price and can engage in scrip lending and borrowing. A schedule of fees, charges and maximum commissions is available on request from the Manager. There is no guarantee in respect of capital or returns in a portfolio. A CIS may be closed to new investors in order for it to be managed more efficiently in accordance with its mandate. CIS prices are calculated on a net asset basis, which is the total value of all the assets in the portfolio including any income accruals and less any permissible deductions (brokerage, STT, VAT, auditor's fees, bank charges, trustee and custodian fees and the annual management fee) from the portfolio divided by the number of participatory interests (units) in issue. Forward pricing is used. The Fund's Total Expense Ratio (TER) reflects the percentage of the average Net Asset Value (NAV) of the portfolio that was incurred as charges, levies and fees related to the management of the portfolio. A higher TER does not necessarily imply a poor return, nor does a low TER imply a good return. The current TER cannot be regarded as an indication of future TER's. During the phase in period TER's do not include information gathered over a full year.

A Money Market portfolio is not a bank deposit account and the price is targeted at a constant value. The total return is made up of interest received and any gain or loss made on any particular instrument; and in most cases the return will have the effect of increasing or decreasing the daily yield, but in the case of abnormal losses it can have the effect of reducing the capital value of the portfolio. The yield is calculated as a weighted average yield of each underlying instrument in the portfolio. Excessive withdrawals from the portfolio may place the portfolio under liquidity pressures and a process of ring-fencing of withdrawal instructions and managed pay-outs over time may be followed.

A Fund of Funds is a portfolio that invests in portfolios of collective investment schemes, which levy their own charges, which could result in a higher fee structure for these portfolios. A Feeder Fund is a portfolio that invests in a single portfolio of a collective investment scheme which levies its own charges and which could result in a higher fee structure for the feeder fund. The Manager retains full legal responsibility for any third-party-named portfolio.

Where foreign securities are included in a portfolio there may be potential constraints on liquidity and the repatriation of funds, macroeconomic risks, political risks, foreign exchange risks, tax risks, settlement risks; and potential limitations on the availability of market information. The investor acknowledges the inherent risk associated with the selected investments and that there are no guarantees.

- 1. Prescient is a member of the Association for Savings and Investments SA.
- 2. Neither the Fund nor Prescient shall be held responsible for any loss, consequential or otherwise, arising from changes in tax or other legislation that may have an impact on the performance of this investment.

#### Fees

- 2. The fees that apply to the membership of the Fund(s) are set out in the latest Investment Option Brochure and the Member quide.
- 3. A fee of R4.30 applies to each debit order collection.
- 4. The Funds and the Administrator does not charge an initial fee.
- 5. You may negotiate an initial advisor fee, subject to the relevant maximums, to be paid to your financial advisor before your first contribution is invested.
- 6. The annual management fee is the fee paid to product providers for managing the investment portfolios.
- 7. An annual advisor service fee may be paid to your financial advisor out of the annual management fee. This is set and taken into account when the price of the portfolio is calculated (i.e. part of the standard expense of the portfolio). You cannot negotiate this fee percentage.
- 8. You may negotiate an additional annual advisor fee to be paid to your financial advisor. Units will need to be cancelled to pay your advisor this fee.
- 9. All fees may be amended from time to time, and in such event, a notification will be sent to the investor.

# **Retirement Fund Details**

	FSB Registration number	SARS approval number
Prescient Preservation Pension Fund	12/8/37745	18/20/4/41990
Prescient Preservation Provident Fund	12/8/37746	18/20/4/41991
Prescient Retirement Annuity Fund	12/8/37744	18/20/4/41992

# **FICA Requirements**

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

An "ID document" means a document containing a photo, full names, date of birth and ID number, a passport containing or a valid driver's licence.

"Proof of address/business address" means a document less than 3 months old containing residential address that is a utility bill, bank statement, rates account or tax invoice.

- 1. South African Citizens and Residents or Foreign Nationals (Natural Person)
- ID document, drivers licence or a passport.
- Proof of address.
- Proof of income tax number
- 2. Third Party Representing another Individual/Power of Attorney (Natural Person)
- ID document in respect of both parties.
- Proof of address.
- Proof of authority to act e.g. power of attorney, mandate, resolution or court order.

# **Fund Contact Details**

Prescient House Westlake Business Park Otto Close Westlake 7945 P O Box 31142 Tokai 7966 plife@prescient.co.za www.prescient.co.za Tel: 021 700 3600 Fax: 021 700 5425

# **Administrator Contact Details**

D&D the Cycle (Pty) Limited

Building 4, P O Box 73725 Culross On Main, Fairland 34 Culross Road, Johannesburg, Bryanston, Sandton, 2021 Gauteng, 2030 www.thecycle.co.za Tel & Fax: 0836304359

#### **Complaints**

Please do not hesitate to contact the Principal Officer if you are not satisfied with this investment or the services received from the Administrator. The contact address is the same as the address of the Fund set out above. The Principal Officer will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. If an investor is not satisfied with the response from the Principal Officer, he / she has the right to address his / her complaint in writing to the Pension Funds Adjudicator at the address below.

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 at the address below.

FAIS Ombud P O Box 74571 Lynnwood Ridge 0040

Tel: +27 12 470 9080 Fax: +27 12 348 3447 Email: info@faisombud.co.za Pension Fund Adjudicator 2nd floor, Sandown House Sandton Close 2 Sandton, 2196

Tel: +27 11 783 4134 Fax: 087 942 2644

Email: enquiries@pfa.org.za