NEDGROUP INVESTMENTS

Investment Agreement
Endowment

see money differently

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Thank you for choosing Nedgroup Investments. This investment agreement sets out your rights and responsibilities as an investor in the Nedgroup Investments Endowment Policy

If anything is unclear, or if you have any questions or feedback, please contact your financial planning business or our Client Services Centre on 0800 123 263. We will gladly assist you.

1. Definitions

In order to understand this investment agreement, please read the definitions below carefully.

Administrator ('we' or 'us')
Nedgroup Investment Advisors Proprietary Limited is the company that has been appointed to administer the Nedgroup Investments Endowment.

In this investment agreement we refer to this legal entity as 'the Administrator', 'we', or 'us'.

Investor ('you' or 'the policyholder')
The individual or legal entity (including a trust) that invests in the Nedgroup Investments Endowment and who legally owns the policy.

In this investment agreement we refer to the investor as 'you' or 'the policyholder', and any reference to a 'person' includes a juristic person.

Insurer
Nedgroup Structured Life Limited is the company that is authorised as a long-term insurer under the Insurance Act. It is a member of the Association of Savings & Investment of South Africa (ASISA).

Manager
Nedgroup Collective Investments (RF) Proprietary Limited is the company that is authorised in terms of the Collective Investment Schemes Control Act to administer the Nedgroup Investments unit trust portfolios that are the investment options under the Nedgroup Investments Endowment. It is a member of ASISA.

Nedgroup Investments Endowment ('the policy')
The Nedgroup Investments Endowment is the name of this long-term insurance policy issued by the Insurer. In this investment agreement we refer to the Nedgroup Investments Endowment as 'the policy'.

Life assured
This is the individual to whose life the policy is tied. The policy comes to an end when this person dies. If there is more than one life assured, the policy will end when the last life assured dies. We use the term 'life assured' in this investment agreement.

Beneficiary
The person(s) you nominate to receive a policy benefit on your death. A beneficiary can be nominated as a Beneficiary for Ownership or as a Beneficiary for Proceeds.

Unit trust portfolio (commonly known as a 'fund' or 'unit trust')
The pool of assets bought with the money from a group of investors that is managed by the Manager and held by the appointed trustee in trust for your benefit. The investment mandate of the unit trust portfolio determines the pool of assets.

In this investment agreement the term 'unit trust portfolio' refers to the Nedgroup Investments unit trust portfolios administered by the Manager.

Unit
A unit trust portfolio is divided into identical units. Each unit represents the same amount of assets in the unit trust portfolio. The size of a contribution and the unit price when an investment is made determines the number of units held in a unit trust portfolio account. A unit trust portfolio may have different classes of units for which there are different fees and charges. A unit is also known as a 'participatory interest' in the unit trust portfolio. In this investment agreement the term 'unit' refers to a unit in the Nedgroup Investments unit trust portfolios administered by the Manager.

Financial planning business
An authorised Financial Services Provider as defined in the Financial Advisory and Intermediary Services Act, which may be either a legal entity or an individual.

In this investment agreement the term 'financial planner' also refers to 'financial planning business'.

Investment mandate
A document the Manager prepares describing the main characteristics, objectives and investment limits of a unit trust portfolio. It is lodged with ASISA and you can ask them or the Manager for it at any time.

Investor number
This is your unique identification number that we use to identify you and access all your policy and other information.

Product account (client account group)
Your policy is administered by us through a product account/client account group, which comprises your policy's underlying unit trust portfolios as selected by you and made available by the Insurer (also referred to as the 'underlying investment' or 'investment').

We use the term 'product account' in this investment agreement.

Business day
We only operate on business days. This is any day apart from a Saturday, Sunday or official South African Public holiday. Day and business day have the same meaning.

2. The Nedgroup Investments Endowment policy How does it work?

2.1 The Nedgroup Investments Endowment
The Nedgroup Investments Endowment is an insurance policy issued by the Insurer within the framework of the Long-term Insurance Act. The parties that may be involved in the policy are:

- Investor (you, or the policyholder)
- Life assured
- Beneficiary for Ownership
- Beneficiary for Proceeds
- Insurer
- Administrator

2.2 When does the policy start and when does it end?
Your policy starts after the Administrator has received and accepted your initial investment, including all supporting documents on behalf of the Insurer, and the money is invested. This date is confirmed in your policy summary.

The policy does not have a fixed term (i.e. it is open-ended), and ends when:

- you withdraw the total amount available under the policy;
- the value in your product account is zero; or
- the last life assured dies (the policy does not end if you die unless you are also the last life assured).

The Insurer may also insist that you fully withdraw the amount under the policy if the difference between a part withdrawal amount (during and outside a restriction period) and the value of you investment is less than the Insurer's minimum allowed balance, as disclosed in the relevant forms, or an amount prescribed by legislation from time to time.

2.3 How does the product account work?
You are responsible for choosing one or more unit trust portfolios, from those made available by the Insurer to you, as the underlying investments of the product account. The Insurer owns all underlying investments of the policy. The value of the product account is directly linked to the underlying investments. The value of the policy is therefore not guaranteed.

The market value of the product account is increased by:

- positive investment returns;
- additional contributions; and
- reinvested income distributions.

The market value of the product account is reduced by:

- negative investment returns;
- any relevant fees and charges; and
- withdrawals.

2.4 Can you withdraw the value of the policy at any time?
Legislation provides that during any restriction period, you may make one withdrawal. The maximum amount you may withdraw is the lesser of:

- your contributions during the restriction period, the day before the restriction period started plus 5% compound interest; or
- the market value of the product account less fees and charges.

Any remaining balance must stay invested until the restriction period ends.

If the policy is not in a restriction period:

- you may withdraw part or all of the value of the policy, which is the market value in the product account less fees and charges; and/or
- you may also schedule regular withdrawals from the policy.

2.5 What is a restriction period?
This is a period imposed by legislation. It is a period in which there are restrictions on the withdrawals you may make from the policy. This applies to:

- the first five years of your policy, or
- ive years from the first day of any month during which the 120% rule takes effect.

The 120% rule takes effect when your contributions in any policy year are greater than 120% of the higher of any of the previous two policy year's total contributions.

The Insurer will accept these contributions into the same policy and extend the restriction period (if you are already in a restriction period) or start a new five-year restriction period on the entire policy.

2.6 Is there any life cover on this policy?
No, this is a pure investment policy; which means only the market value of the product account, less fees and charges, is paid when the last life assured dies.

2.7 Who gets the proceeds when the last life assured dies?
Surviving policyholders will receive the proceeds. If there are no surviving policyholders the proceeds will be paid to the Beneficiary (ies) for Proceeds. If no beneficiaries are nominated, or all beneficiaries are predeceased, the proceeds will be paid into the estate of the policyholder.

2.8 What is the tax treatment of the policy?
The Insurer will deduct all income tax and Capital Gains Tax (CGT) due from the policy, and pay it to the South African Revenue Service (SARS).

In terms of Income Tax legislation, the Insurer is required to pay income tax and CGT at a rate that depends on how you are classified for tax purposes. You could be classified as either a natural person, company, or an untaxed policyholder. Trusts are taxed according to the classification of its beneficiary.

Income tax is incurred and recovered from the policy when income distributions, made within a unit trust portfolio, are received.

The Insurer pays tax on capital gains that arise (e.g. during a switch or on withdrawal) and recovers this CGT liability from the policy benefit when it is paid.

If you are classified as an individual, the Insurer is obliged to pay tax on any dividends that may arise. The Insurer will deduct this tax from the dividend at a rate that applies to South African residents, before reinvesting the dividend.

2.9 Is it possible to take out a loan from the Insurer on security of the policy?
No, but you can offer the policy as security for a loan from another financial institution.

3. Which documents form part of this investment agreement?

Your agreement with the Insurer is based on:

- the initial investment form you completed;
- your supporting documents;
- the Portfolio Characteristics document relevant to you;
- your policy summary;
- this investment agreement; and
- any later instructions (submitted electronically or otherwise if required) accepted by us on behalf of the Insurer.

4. What are your rights and responsibilities?

4.1 Read the information we make available about your investment choices carefully

You are responsible for your investment decisions and must carefully consider whether this investment is suitable for your needs.

- Read the Initial investment form, the relevant Portfolio Characteristics document and this investment agreement before making your investment.
- Carefully consider all investment risks and make sure that you understand the relationship between your investment objectives, your investment and the risk and returns on your investment. Every investment has some degree of risk and it is possible to lose some or all of your money when you invest.
- Make sure that you understand the fees explained in these documents.

4.2 Appoint or change the financial planning business that provides you with financial advice

The Insurer and us may only give you information about your investment options and may not give you advice on whether any investment is suitable for your needs. If you need financial advice, it is your responsibility to appoint a financial planning business. All financial planning businesses (including Nedbank Financial Planning) are independent of the Insurer and us, and they may neither act for the Insurer nor us.

4.2.1 Appoint a financial planning business

You may appoint a financial planning business by completing the appropriate form provided by the financial planning business or us. You must give us written permission to:

- link all your policies to your appointed financial planning business; and
- invest in or switch the unit trust portfolio underlying your policy to a unit class that allows the collection and payment of fees to your financial planning business.

You must check with the financial planning business that both the business and its representatives are authorised to give you advice on this policy in terms of the Financial Advisory and Intermediary Services Act.

4.2.2 Change your financial planning business

You may terminate the appointment of your current financial planning business and appoint a new one at any time by completing the appropriate form.

- We will cancel the existing appointment and all financial planning fees payable in terms thereof, record the appointment of the new financial planning business and confirm the change with you.
- You must specify the initial and annual financial planning fees that you agree with your new financial planning business for each unit trust portfolio and you must authorise this on the appropriate form.

You may terminate the appointment of your current financial planning business and choose not to appoint a new one.

- We will cancel the appointment of your existing financial planning business and switch your investment into a class of units that does not allow for a financial planning fee.
- We will send you confirmation of the switch and the termination of the appointment.

4.3 Understand the implications of what it means to replace an existing financial product with another

If this policy is a replacement (whole or in part) of another existing financial product you own, you must make sure you understand the actual and possible implications costs and consequences of the replacement.

4.4 Use our initial investment and subsequent instruction forms
The Insurer and we will only accept or process initial investment and subsequent instruction forms that are completed, signed and submitted electronically in a prescribed format, unless we specifically require an alternative method.

4.5 Provide complete and accurate information
You must make sure that all of the instructions, documents and information that you give us are accurate, clear and complete.

4.6 Choose your unit trust portfolios
You are responsible for choosing (as your policy's underlying investment) one or more unit trust portfolios, from those made available by the Insurer that are right for your investment needs and risk profile.
The Insurer may change the unit trust portfolios available to you from time to time. To see whether a unit trust portfolio is available, contact our Client Service Centre, visit our secure website, or contact your financial planner.

4.7 Make contributions
The Insurer does not accept cash contributions. You may make the following contributions (subject to limitations set out in the latest relevant form) in South African rands:

- Initial or additional lump sums by electronic fund transfer.
- Electronic collection of lump sums (once-off debits).
- Recurring monthly contributions by debit order.

You must make sure that you make your contribution to us, or that your contribution is available in your bank account for collection via debit order, prior to us processing your instructions. We will not process any debit orders withdrawals or income distributions to or from a 'blocked rand' or non-South African bank account.

The minimum contribution for your policy is in the investment form and may change from time to time. You may stop making contributions to the policy at any time.

4.8 Phase-in your contributions
You may phase your lump sum contributions, or your existing investment in the Nedgroup Investments Core Income Fund, into a unit trust portfolio(s) over such time periods specified by completing the relevant phase-in form. Your lump sum contribution will be invested in the Nedgroup Investments Core Income Fund wherefrom the phase-ins will be made.On completion of your phase-in, the market value of each designated unit trust portfolio selected must meet the investment minimums prescribed in the forms.

You may not elect to phase your contribution into a unit trust portfolio from which a recurring withdrawal has been requested.

4.9 Appoint a life assured
You must appoint at least one life assured which can be you or any other person. The life assured must be a natural person. The existence of the policy is tied to the life of the life assured. The death of the life assured, or if there is more than one life assured when the last life assured dies, will bring the policy to an end and will result in payment of the proceeds of the policy. You can add another life assured but cannot remove or replace an existing life assured.

4.10 Nominate Beneficiaries
You may nominate beneficiaries to receive the policy benefits on your death.

Beneficiary for Ownership:
If you are not the life assured, or if there is more than one life assured, you may nominate a Beneficiary for Ownership. This person will become the owner of the policy after your death if there is a life assured remaining. This is only possible if the policyholder is a natural person. Each policyholder may only nominate one Beneficiary for Ownership.

Beneficiary for Proceeds:
If the policyholder is a natural person and the only life assured, you may nominate a Beneficiary for Proceeds. This person will receive payment of the proceeds from the policy after your death. Proceeds will be shared equally between those persons nominated unless you specify otherwise. If there are multiple Beneficiaries for Proceeds nominated, and one or more is predeceased, then their benefit will be divided proportionately between the remaining Beneficiaries for Proceeds, unless instructed otherwise.

It is important to keep your nominations up-to-date. To change your nomination you must complete and sign (electronically or otherwise if required) a Beneficiary Nomination Form. This form should be received by us while you are still alive, as the Insurer is not obliged to accept a Beneficiary Nomination Form after your death.

If you ceded the policy as security, the rights of the person to whom the policy has been ceded takes preference over the rights of beneficiaries, but only if the security cession was recorded in the Insurer's records.

4.11 Send your instructions to Nedgroup Investments
We receive and accept your instructions on behalf of the Insurer. You, the person acting on your behalf or your financial planner must send your instructions as provided for on the relevant instruction forms.

4.12 Check the confirmation and report errors in the documents we send you
You must read the correspondence we send you carefully and promptly. If you find any errors, please report them to us as soon as possible.

4.13 Keep copies of all correspondence about your policy
You, the person acting on your behalf or your financial planning business (or both if applicable), must keep copies of all the instructions sent to us, as well as all communication we send you about your policy.

4.14 Check your policy regularly
You must check your policy regularly; especially if the reasons you invested or your financial circumstances change, to ensure that your investment continues to suit your needs.

4.15 Update your details
You must complete a Personal Details Change Form if your personal details change. This includes, but is not limited to, changes to your bank and contact details (residential, postal and email addresses). We may ask you to send us supporting documentation as proof of certain changes.

Should you fail to inform us of any personal detail change and we are unable to reach you on the contact details provided, your investment may become unclaimed. In the event of an unclaimed investment we will attempt to contact you on the last known contact information provided (referencing our internal data base and failing that an external data base). Following these steps, and after a certain period of time, we are still unable to contact you we will appoint an external tracing company to trace you. The use of an external tracing company may incur costs which may be deducted from the value of your investment if you are traced.

If you are a legal entity you need to notify us of any change in your classification for tax purposes. If you are a trust, you need to notify us of any change in the tax classification of the trust beneficiaries.

4.16 Register for online access
Once your initial investment form has been processed and you have received your welcome pack containing your investor number, you may register to view your investments online via our secure website. For access, please go to our website (www.nedgroupinvestments.com) and click on 'register'. You will be required to accept our secure website terms and conditions and you ,or the person acting on your behalf, are responsible for keeping your online registration details (including your username and password) in a safe and secure place.

4.17 Switch between unit trust portfolios underlying your policy
You may switch between the available unit trust portfolios underlying your policy at any time by submitting a fully completed switch form. A switch instruction has two parts: selling units in one unit trust portfolio and buying units in another unit trust portfolio.

A switch instruction is normally processed on the same business day; however, there may be times when it may not.

4.18 Withdraw part or all of the value of your policy benefit
You may make a withdrawal from the policy subject to the limitations described in clause 2.4 and 2.5. Withdrawals are also subject to the withdrawal timelines set out in this agreement.

4.19 Transfer ownership of your policy
You may transfer ownership of your policy to another individual or legal entity in line with our minimum investment amounts. This transfer of ownership is done by way of a out and out cession of ownership agreement whereby the person or institution to whom the policy is ceded becomes the new owner.

You and the individual or legal entity that you are transferring your policy to must complete the relevant instruction and application form(s) to complete the transfer.

4.20 Use your policy as security (security cession)
Using your policy as security is done by way of a security cession agreement whereby you provide your policy as security for your obligation to a third party (or 'security cessionary'). The security cessionary does not replace you as the policyholder but is entitled, under the terms of the security cession agreement, to the policy proceeds after you cede your rights. We will acknowledge the security cession once we receive the required documentation and have noted the cession. It is your responsibility to manage the security cession and make sure it is cancelled when appropriate.

4.21 Cancel your policy (Cooling-off)
A cooling-off period applies to the policy. The cooling-off period is a number of days that you are given after investing to change your mind and cancel the agreement. It is a way of protecting you from being talked into an investment without giving it enough thought, planning and consulting with others about the merits of such investment.

You have the right, within a period of 30 calendar days after you, the person acting on your behalf or your financial planner receives this investment agreement (including the policy summary), to cancel the policy by written notice to us. You may similarly cancel any additional once-off lump sum contributions or an increase in recurring contributions within 30 calendar days of receiving the transaction confirmation.

You may not cancel the policy if you were paid any policy benefits or switched between unit trust portfolios underlying the policy during the cooling-off period.

4.22 Answer our requests to you for information
We will ask you to give us additional documentation and information from time to time to comply with legislation and manage your policy efficiently. Please respond to our requests promptly.

5. What are the Insurer's rights and responsibilities?

5.1 Make a range of unit trust portfolios available
The Insurer makes a range of unit trust portfolios available to you as investment options under the policy.

5.2 Invest contributions from policyholders
The Insurer receives contributions from you and other policyholders and invests the contributions into the unit trust portfolios selected on the investment form. The investments are owned by the Insurer and you have no right to any specific investment.

5.3 Change the availability of unit trust portfolios
The Insurer may change the availability of unit trust portfolios in the following manner:

5.3.1 Remove a unit trust portfolio
The Insurer may change the list of unit trust portfolios available to you from time to time. If for any reason a unit trust portfolio you selected is no longer available, we will contact you and ask you to select an alternative unit trust portfolio.

5.3.2 Close a unit trust portfolio
The Manager may close a unit trust portfolio at any stage to new investments (including additional lump sum investments). The Manager may do this because of Exchange Control Regulations, to allow the unit trust portfolio to be managed in line with its Investment Mandate, or because of a business decision.

5.3.3 Change your unit trust portfolio(s)
The Insurer may change your selected unit trust portfolio(s) by switching the investment from your chosen unit trust portfolio to another unit trust portfolio. This may be done if the Insurer breaches the investment limits set out in the Long-term Insurance Act or if you fail to select an alternative unit trust portfolio as described in 5.3.1 above.

5.4 Pass on any bank interest
The Insurer will add bank interest, at the rate earned on deposits, on any contribution amount if it stays in the Insurer's bank account for more than 24 hours. We will calculate and allocate any bank interest to your product account.

5.5 Pay policy benefits and deduct tax
We, on behalf of the Insurer will pay all proceeds, after deduction of CGT (as described in clause 2.8), in South African rands by electronic fund transfer only, into a current, transmission or savings account in the name of the person entitled to the policy benefits. The Insurer will not make payment to third party bank accounts.

5.6 Re-invest income distributions
All income distributions from your selected unit trust portfolios will be reinvested automatically by the Insurer for your benefit.

5.7 Change the terms of this investment agreement
The Insurer may make changes to the terms of this investment agreement as provided for herein, or as a result of any regulatory changes, or as a result of changes to the Insurer/our business processes. You will be bound by the terms and conditions of any such amended investment agreement and you may obtain the latest version of the investment agreement from our Client Service Centre, our secure website, or from your financial planning business. The Insurer may not reduce the rights and benefits you have under the policy unless the amendment is due to changes in taxation, legislation or practise or interpretation by any court, regulatory authority or the Insurer.

6. What are our rights and responsibilities?

6.1 Act with honesty and integrity
We and the Insurer must act with honesty, fairness, skill, care and diligence in all our dealings with you.

6.2 Administer policy benefits
We have entered into an agreement with the Insurer to administer the benefits under the policy.

6.3 Communicate with you
We will communicate with you in English, on behalf of the Insurer, to give you important information, including:

- your policy summary;
- proof of your investment details;
- notice about important events affecting your investment;
- transaction confirmations;
- investment statements – at least annually;
- abridged annual reports - for the Insurer, and
- our quarterly newsletter.

You may ask for copies of this information and any other information that the law requires to be made known by contacting our Client Service Centre or your financial planning business.

If you are registered online, you can log into our secure website to access some of this information.

6.4 Identify and prove your identity
We and the Insurer are required by law to identify investors and people acting for them and to confirm their identities before accepting an investment or instruction.

We do this to prevent identity theft, fraud, money laundering and terrorist financing. It also helps us to comply with our legal responsibilities under the Financial Intelligence Centre Act of 2001 (FICA) to ‘know our clients’.

We use the information you fill in on the initial investment form to identify you and ask you to send us supporting documents to confirm the information you give us. For this purpose you also authorise us to use your personal information provided to and collected by other Nedbank entities.

We will require from you the following information:

- the source of your funds; that is where the money you are investing is coming from.
- the source of your wealth; that is how you earn your money.
- to understand the intended purpose of your investment as well as the nature of your relationship with us.

For individuals we will also require your occupation as well as the industry you are employed in.

For legal entities we will also require to obtain the nature of your activity as well as the industry you operate in.

We may ask you from time to time to confirm and give us proof that the information you gave us in the past is still up to date and correct.

6.5 Accept, suspend, delay or reject your instructions

We may accept, suspend, delay or reject your instructions on behalf of the Insurer. We may also reverse any transaction where we believe the circumstances give us a good reason to do this.

The following factors will determine whether we accept, suspend, delay or reject your instructions:

- Our business requirements and administrative processes, including those explained in the investment form.
- Our investment minimums.
- If the unit trust portfolio you have chosen is available together with the appropriate class of units.
- The terms of this investment agreement.
- Applicable legislation at the date of your instruction including but not limited to us performing and completing all checks, verifications and assessments required under applicable legislation.
- Receipt of all supporting documents.
- Whether we could confirm the bank account details you gave us.
- Whether your contribution shows in in the Insurer's bank account.

6.6 Processing your instructions

We are responsible for processing your instruction once we have accepted it on behalf of the Insurer.

The price of a unit in each unit trust portfolio is calculated daily at 15h00. We do this by taking the total value of all assets of the unit trust portfolio, including any income less allowed deductions, and dividing that by the number of units created for the unit trust portfolio.

This price applies to instructions accepted during the same business day. In other words, all instructions accepted during the day are processed and priced at the end of the day. You will therefore only know the value of your investment or withdrawal after this daily pricing process.

Processing times for:

6.6.1 Investments, withdrawals and switches

The table below shows the time it takes for investment in and withdrawal from a unit trust portfolio, as well as for switching in between the available unit trust portfolios once we have accepted an instruction from you:

Business cut-off to receive an instruction is 14:00, except for the money market funds which is 12:00	Process the instruction + buy and sell units (investment, withdrawal, or switch; switches may take more than 1 business day)	Unit price received from us	Shows on investment statement
Before cut-off (Business day 1)	Business day 1	The price at the close of Business day 1	Business day 2
After cut-off (Business day 1)	Business day 2	The price at the close of Business day 2	Business day 3

Although a withdrawal will show on your statement within two business days, it may take longer for the payment to show in your bank account.

The following time restrictions apply on withdrawals:

- Contributions made with a monthly debit order cannot be withdrawn within 65 days of the investment date.
- Contributions made with a once-off debit cannot be withdrawn within 65 days of the investment date.

6.6.2 Recurring withdrawals

You may ask for a monthly or quarterly recurring withdrawal, after the 5-year restriction period, of a fixed rand amount and select any business day on which it must be paid.

Your recurring withdrawal instruction needs to reach us at least 2 days before the start date selected; alternatively the recurring withdrawal will be processed in the following month or the following quarter as the case may be. No recurring withdrawals payments will be made to a 'blocked rand' or 'non-resident transferable' bank account.

6.6.3 Contributions made by monthly debit order

You may choose to contribute by debit order on the available dates. We will collect your contribution on the date selected and invest it at the unit price of that day. If the selected date is not a business day, we will collect the contribution on the next business day. We need to get your debit order initiation and amendment instructions by the cut-off time, 5 business days before the relevant date. We will process any instructions received after the cut-off date the following month.

6.6.4 Contributions made by phase-ins

Phase-ins are made on the 10th of every month. If the 10th is not a business day it will take place on the next business day. We need to get your phase-in instruction by the cut-off time five business days before the phasein date. If all requirements are not met, we will process your phase-in instruction on the phase-in date in the following month.

6.6.5 Processing order of multiple instructions

If we receive a subsequent instruction while a previous instruction is in progress, the second instruction may be delayed until the first instruction is complete.

6.7 Maintain professional and fidelity insurance

We and the Insurer are insured against fraud, negligence or dishonest behaviour.

6.8 Protect your personal information

Your privacy is very important and we and the Insurer will use all reasonable efforts in order to ensure that any information, including personal information (such as your name, physical address, email address, identification number or phone number) provided by you, or which is collected from you or from third parties is processed, transferred and stored in a secure manner, however:

The Insurer and we will process and share your information to fulfill our contractual obligations to you and/or where we are required to do so by law. The Insurer and we may share your information within our subsidiaries and associates and cessionaries, delegatees or successors in title (together referred to as 'Nedbank') who may process your personal information (as defined in section 1 of the Protection of Personal Information Act, as may be amended from time-to-time), including fingerprints, biometric personal identification details, photographs and identity verification, for purposes of:

- Providing financial services
- Designing, marketing and offering financial services or related products which may be of interest to you,
- Detecting and preventing fraud and money laundering.

The Insurer and we may also send your personal information to third parties in order to provide a service related to your investment, and also to send such information to foreign countries, when necessary, by electronic or other means for processing. You understand that such countries may not have specific data privacy laws and that where that is the case, we will enter into appropriate confidentiality agreements with the service providers in the foreign countries. The Insurer and we may search, update or place your records at credit reference bureaus and government agencies in order to verify your identity, and also make any enquiries that it deems necessary to confirm the details on this form.

The Insurer and we may also undertake identity and fraud prevention checks and share information relating to this application with South African fraud prevention services.

The Insurer and we may share your information to facilitate tracing in the event that your investment becomes unclaimed.

Your consent (where applicable) provided in this clause will survive any contractual relationship that you have with the Insurer and us, unless you withdraw such consent in accordance with the various methods of communication provided by us.

7. What is not covered by this investment agreement?

7.1 Investment guarantees

Neither the Insurer nor we guarantee the performance of your policy. You carry the investment and market risk, which includes the possibility of losing capital.

The market value of your policy may go up or down depending on the market value of the unit trust portfolios underlying your policy. If your selected unit trust portfolios have international assets, a change in the exchange rates may cause the value of those investments to rise and fall. Past performance is also not necessarily an indication of what will happen in the future. Unit trust portfolios are generally medium to long term investments.

7.2 Advice

Neither the Insurer nor we give any advice on financial products and will only give you factual information and respond to administrative queries.

You must not rely on any written, spoken, or implied communication from us or the Insurer as investment advice, or any recommendation to invest in or change your policy.

7.3 Certain losses suffered

Neither the Insurer nor we are responsible for any losses suffered because of the following reasons:

- Delays in the processing or the rejection of your policy application for reasons beyond our control. These include:
  - if your financial planning business does not get approval from the Financial Services Conduct Authority (FSCA); or acts beyond the scope of its FSCA license; or is not approved by us; or gives us unauthorised instructions;
  - if you or your financial planner provides us with incorrect or incomplete information;
  - if a third party does anything illegal or invalid or does not do something that they should have done;
  - if you or your financial planner does not comply with the Financial Intelligence Centre Act (FICA);
  - if we cannot verify the bank account details you provide through our bank verification process; and
  - any legal requirements, unit trust portfolio limits, timing standards, administrative practices and procedures that apply to your policy.
- You do not get your spouse's permission to act on your investment if you are married in community of property.
- A person acting for you acting beyond the scope of their authority or if they do not send you correspondence we or the Insurer send them.
- Changes in tax or other laws that affect your policy.
- The failure or delay of any website, networks, electronic or mechanical devices, or any other form of communication we use to process instructions about your policy.
- Us providing your financial planner with details about your policy.
- Us doing business telephonically, electronically or by fax.
- Us acting on incorrect information where you failed to notify us of any changes to such information
- The investment or market risk of your policy.
- The delayed sale of units in a unit trust portfolio due to ring-fencing. 'Ring-fencing' is the separation and delayed sale of units in a unit trust portfolio. It is caused by the large sale of units above a certain threshold in a unit trust portfolio. Ring-fencing makes sure that the sale of a large number of units will not force us to sell the underlying assets at a price which could negatively affect investors in the unit trust portfolio. We may delay the payment or reinvestment of the proceeds of the sale of units.

8. What do you pay?

Any fees that are levied will reduce the value of the unit trust portfolios underlying your product account by the same amount or percentage. The unit trust portfolio and class of unit that you choose will determine the fees that you pay. All fees are detailed in the relevant Portfolio Characteristics document and/or other disclosure documents, which can be obtained from our Client Service Centre, our secure website or from your financial planner.

Two types of fees may be deducted on an initial and/or annual basis:

- portfolio management fees; and
- financial planning fees.

8.1 Initial financial planning fees

You may agree to pay your financial planning business an initial financial planning fee by completing the relevant section on the form. This initial financial planning fee is deducted from each contribution before the investment is made into your selected unit trust portfolio, and the balance of your money is invested.

If you have elected to phase-in your contributions (as described in clause 4.8 above) the agreed initial financial planning fees will be deducted from the initial investment into the Nedgroup Investments Core Income Fund before the investment is made into your selected unit trust portfolio.

You need to approve the initial financial planning fee for each lump sum contribution. If you are contributing via a debit order, you only need to approve the initial financial planning fee once at the start. We will apply the fee on each debit order.

8.2 Annual portfolio management fee

The Manager charges the Insurer an annual portfolio management fee to invest in the unit trust portfolios. This fee as well as permissible unit trust deductions are not deducted from your product account but is included in the published unit price of your selected unit trust portfolio. The fee may be fixed or performance-related and changes for each unit trust portfolio and for each unit class.

All annual fees are calculated and accrue daily, based on the market value of your product account at the end of each day.

8.3 Annual financial planning fee options (where applicable)

A. UNIT PRICE

Investors in our unit trust portfolios may have agreed to the payment of an annual financial planning fee whereby such annual financial planning fee is included in the annual portfolio management fee as part of the published unit price of their unit trust portfolio. This option is no longer available for any unit trust portfolio accounts opened from 01 January 2019.

OR

B. SALE OF UNITS

You may agree to the payment to your financial planning business of an annual financial planning fee, subject to prescribed maximums, whereby such annual financial planning fee is recovered through the sale of units and paid from your selected unit trust portfolio(s), by completing the relevant section on the form.

Accrued annual financial planning fees will be recovered and paid to your financial planning business before processing a full withdrawal or switch instruction in respect of each of your selected unit trust portfolios. The Insurer pays tax on capital gains that arise from the sale of units from your selected unit trust portfolio and recover the tax from the policy benefit when it is paid. You will get a statement at least annually showing the units sold to pay the annual financial planning fee.

Whether option A or B is applicable depends on the unit class of the unit trust portfolio that you choose.

8.4 Value Added Tax (VAT)

Where appropriate, VAT will be added to the fees or charges on your product account.

8.5 Changes to fees and charges

The fees and charges mentioned above may change. We or the Insurer will give you three months' written notice when:

- new or additional fees or charges are added;
- the applicable fee percentage is increased; and
- there is a change in the method of calculating any fee which leads to an increase in fees.

For more information about the fees and charges, contact our Client Service Centre, visit our secure website or contact your financial planning business.

8.6 Reporting of fees

Your policy investment statement will show the fees you will pay on your policy, except for the fees mentioned above that are included in the price of the units in your selected unit trust portfolio.

9. When can you get your money back?

9.1 On request

You may ask to cancel your policy during the cooling-off period as described and subject to clause 4.22 and subject to the conditions and timelines stated in this agreement. The amount that will be paid back to you is equal to your contributions, less any market losses and charges incurred until the date we receive your request to cancel. Interest or market growth will not be paid to you.

9.2 Withdrawals

You may ask for withdrawal of part or all of your policy benefits as well as for recurring withdrawals as described and subject to clause 2.4 and 2.5.

The Insurer may also insist that you fully withdraw the amount under the policy as described and subject to clause 2.2.

9.3 In the event of your death

On notification of your death your policy will not be switched to cash but will remain invested. We must be told of your death in writing as soon as possible. The letter to us must include:

- your personal details;
- your identity number;
- a certified copy of your death certificate;
- your product account number; and
- your investor number.

If the policy comes to an end as a result of your death, we and the Insurer will act on the instructions from the executor of your estate or the Beneficiary for Proceeds (as may be relevant).

9.4 In the event of the death of a life assured

We must be told of the death of a life assured in writing as soon as possible. The letter to us must include:

- the life assured's personal details;
- the life assured's identity number;
- a certified copy of the life assured's death certificate; and
- your investor number

If the policy comes to an end as a result of the death of the last life assured, we will act on the instructions we get from you, if you are not the last life assured.

The amount available after finalising the death claim, after deducting fees and charges payable, will be paid as selected once all processing and regulatory requirements have been met.

10. Which laws apply to this investment agreement?

This investment agreement is governed by the laws of South Africa – a number of which may apply to this investment agreement. The most important are:

The Insurance Act
This Act controls the administration of insurers and policy benefits provided by them.

The Collective Investment Schemes Control Act
This Act controls the administration of collective investment schemes and its Unit Trust Portfolios. It must be read with the deed.

Exchange Control Regulations
The availability of certain Unit Trust Portfolios is subject to these regulations.

Financial Intelligence Centre Act
This Act requires us to establish and prove your identity before accepting your investment to prevent money laundering and terrorist financing.

Financial Advisory and Intermediary Services Act
This Act controls the activities of anybody who gives advice or provides intermediary services to investors about certain financial products. It requires that such persons be licensed and that professional behaviour be controlled through codes of conduct.

Income Tax Act
This Act applies where we refer to taxation.

Changes to or replacements of any applicable law may change the terms and conditions of this investment agreement.

11. How do you contact us or the Insurer?

We welcome any feedback about our services. Please see our full contact details on the last page of this investment agreement.

The Insurer can be contacted at:

1st Floor Ridgeside Campus
2 Ncondo Drive
Umhlanga
Durban
4320

Tel: +27 31 364 1111

Fax: +27 31 364 0027

13. Who do you complain to?

If you are not satisfied with our product or services or believe your personal information is not being processed in accordance with legal requirements, and wish to make a complaint, please write to our complaints officer at our address, or alternatively email your complaint to complaints@nedgroupinvestments.co.za. Please mark your communication as a complaint and include all relevant documentation. We will acknowledge receipt of your complaint and where possible resolve the complaint as efficiently and effectively as possible.

Please refer to our website or contact us for further details of our complaint process and a copy of our complaint policy.

If you are not satisfied with the response, regarding our products and services you can contact the National Financial Ombud Scheme to help you. The contact details are:

Tel: 0860 800 900 / +27 (0) 66 473 0157

Email: info@nfosa.co.za

Website: https://nfosa.co.za/

If you are not satisfied with our response and still believe your personal information is not being processed in accordance with legal requirements you can make a complaint to the Information Regulator. Complaints may be submitted via the eService Portal.

If you are not satisfied about your financial planner's advice in respect to your policy, you may contact the Ombud for Financial Services Providers to help you. The contact details are:

The FAIS Ombud

PO Box 41
Menlyn Park
0063

Telephone: (012) 762 5000 or 086 066 3274

Email: info@faisombud.co.za

Website: www.faisombud.co.za

Contact us

Phone:	0800 123 263 (within RSA)
	+27 21 412 2003 (outside RSA)
Email:	clientservices@nedgroupinvestments.co.za

Our offices are located at

South Africa:	Nedbank Clocktower, Clocktower Precinct, V&A Waterfront, Cape Town, 8001
London:	12 Arthur Street, London, EC4R 9AB
Isle Of Man:	First Floor, St Mary's Court, 20 Hill Street, Douglas, Isle Of Man, IM1 1EU, British Isles