



**NEDGROUP**  
INVESTMENTS

# Investment Agreement

## Provident Preservation Fund

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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 Provident Preservation Fund.

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.

## **Nedgroup Investments Provident Preservation Fund ('the fund')**

The Nedgroup Investments Provident Preservation Fund is the legal entity that is registered in terms of the Pension Funds Act, 24 of 1956 (or its replacement and hereinafter referred to as the Act) to provide you with benefits on retirement or withdrawal or to provide your dependants with benefits in case of your death before retirement. The fund is approved for tax purposes by the South African Revenue Services (SARS).

In this investment agreement, we refer to the Nedgroup Investments Provident Preservation Fund as 'the fund'.

## **Nedgroup Investments ('we' or 'us')**

Nedgroup Investments Proprietary Limited is the company that is the sponsor of the Nedgroup Investments Provident Preservation Fund and provides fund members and potential fund members with information about the fund. It is a member of the Association of Savings & Investment of South Africa (ASISA).

In this investment agreement, we refer to this legal entity as 'Nedgroup Investments', 'we', or 'us'.

## **Investor ('you')**

The individual who becomes a member of the Nedgroup Investments Provident Preservation Fund and preserves retirement benefits payable by another retirement fund by transferring those benefits as investment contributions into the Nedgroup Investments unit trust portfolios.

In this investment agreement we refer to the investor as 'member' or 'you'.

## **Fund rules**

The Nedgroup Investments Provident Preservation Fund is governed by the fund rules and relevant legislation. The rules govern your membership of the fund, and the management and operation of the fund, and are approved by the regulatory authorities. If there is any conflict between the terms of this investment agreement and the registered fund rules, the registered fund rules shall apply.

## **Trustees**

The persons who direct, control and oversee the operations of the Nedgroup Investments Provident Preservation Fund according to the fund rules and relevant legislation. They act as caretaker of all the assets of the fund that are invested in the unit trust portfolios for the benefit of all members. The assets do not belong to you, us or the Administrator, but belong to the fund.

The Trustees, which include persons that are independent of us and the Administrator, must protect the interests of members, ensure the proper administration of the Fund and act with impartiality, due care, diligence and good faith.

## **Administrator**

FNZ SA Financial Administration Solutions Proprietary Limited is the company appointed by the trustees to administer the Nedgroup Investments Provident Preservation Fund. The Administrator is approved by the Financial Services Conduct Authority (FSCA) to provide administration services to the fund in terms of the Act.

## **Manager**

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

## **Dependant**

The person(s) set out in the Act that must be considered for a benefit on your death.

## **Beneficiary**

The person(s) you nominate to be considered to receive payment of a benefit on your death.

### **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 in trust. 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. 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.

### **Compulsory annuity**

An annuity you must purchase with some or all of the benefit you receive from the fund on retirement. The annuity must be purchased from an insurer registered under the Long-term Insurance Act, or licensed under the Insurance Act or such other annuity income provider as may be allowed by law.

### **Investor number**

This is your unique identification number that we use to identify you and access your fund membership details and other information.

### **Product account (client account group)**

Your fund membership and underlying investment is administered by the Administrator through a product account/client account group, which comprises the fund's underlying unit trust portfolios as selected by you and made available by the fund (also referred to as the 'underlying investment' or 'investment'). Your product account may consist of a savings component, a retirement component and a vested component (as applicable) in terms of the fund rules.

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

### **Retirement Component**

The portion of your product account(s), which value is determined with reference to: Transfers from your savings component, or any portion thereof, on or after 1 September 2024; and transfers from your vested component, or a portion thereof, on or after 1 September 2024; and transfers of the retirement component from another fund on or after 1 September 2024, together with fund return.

### **Savings component**

The portion of your product account(s), where the value is determined with reference to: The seed capital amount (if applicable); and transfers of the savings component from another fund on or after 1 September 2024; less withdrawals from the savings component on or after 1 September 2024, together with fund return.

### **Vested component**

The portion of your product account(s), where the value is determined with reference to: Your product account(s) as at 31 August 2024, after taking into account the deduction and allocation of your seed capital amount to the savings component (if relevant); and transfer of your vested component from another fund on or after 1 September 2024; less transfers to your retirement component, or a portion thereof, on or after 1 September 2024 (if relevant), together with fund return.

### **Seed capital amount**

The amount or starting (opening) balance of your savings component, which will be 10% (ten percent) of the value of your vested component immediately before 1 September 2024, limited to R30 000 (thirty thousand rand). Provided that you were a member of the fund on 1 March 2021 and were age 55 (fifty-five) and older, and you elected to create a savings component, the amount shall be calculated on a date as provided in the Income Tax Act, 1962.

### **Vested benefit**

The portion of the vested component of your product account(s) where the value is determined with reference to the transfer of benefits from a Provident Fund or Provident Preservation Fund to the fund that is attributable to a retirement interest in a Provident Fund or Provident Preservation Fund before, on or after 1 March 2021 where you were age 55 or older, or on or before 1 March 2021 where you are under the age of 55, and which may be taken as a lump sum on retirement in accordance with the Income Tax Act.

### **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 Provident Preservation Fund How Does It Work?**

### **2.1 When does your membership of the fund start and when does it end?**

Your membership starts once:

- The Administrator has received your Initial investment form you completed (whether electronically or otherwise) and supporting documents;
- The Administrator on behalf of the fund has accepted your application; and
- Your contribution is received in the fund's bank account or units are transferred to the fund.

Your membership of the fund will end when the total value, less fees and charges, of all your product accounts are paid out, for example on withdrawal, retirement, death or a transfer to another preservation fund.

### **2.2 What is the role of the Trustees?**

Although Nedgroup Investments sponsors the fund, it is a separate legal entity governed by the board of Trustees. Some of the Trustees must be independent (which means that they must not be employed by the sponsor). The Trustees must protect the interests of members and act with impartiality, due care, diligence and good faith. The law specifically requires the Trustees to apply the rules of the fund, appoint a principal officer, communicate with members and ensure proper administration. The Trustees have put governance procedures in place to fulfil these responsibilities to members.

### **2.3 Contributions to the fund**

Subject to the requirements of legislation, you may transfer the following benefits to the fund as contributions:

- Your benefits from a provident fund or a provident preservation fund or a pension fund or a pension preservation fund
- A pension interest awarded to you in terms of a court order as provided for in Section 7(8) of the Divorce Act where you choose to transfer that award to the fund.

You may request that the transfer of your benefit from the transferring fund is made by means of a transfer of units in a unit trust(s) (i.e. a transfer other than in cash). Such a transfer is subject to the fund rules, the rules of the transferring fund, the requirements of the regulatory authorities and legislation, the requirements and agreement of the fund, the Administrator, the transferring fund and the Manager.

Benefits transferred to the fund on or after 1 September 2024 shall be allocated to your savings component and/or retirement component and/or vested component as set out in the fund rules.

### **2.4 What does the fund do with your transferred contribution?**

The fund invests your contributions in the unit trust portfolios which you have selected. The investments are owned by the fund, and you have no right to specific investments held by the fund.

## 2.5 How does the product account work?

You can have more than one product account and the total value of your product account(s) represents your benefit or share of the fund. You are responsible for choosing one or more unit trust portfolios, from those made available by the fund to you, as the underlying investments of your product account. The value of the product account is directly linked to the market value of the underlying unit trust portfolios and is not guaranteed (i.e. may move up and down). The fund re-invests all dividends and interest earned in the unit trust portfolios.

The market value of the product account is increased by:

- Positive investment returns;
- Reinvested income distributions.

The market value of the product account is reduced by:

- Negative investment returns;
- Any relevant fees and charges;
- Deductions in terms of the Pension Funds Act; and
- Withdrawal of benefits in terms of the Pension Funds Act.

## 3. Which Documents Form Part Of This Investment Agreement?

Your agreement with the fund is based on:

- Your initial investment form (digital or otherwise);
- Your supporting documents;
- The fund rules;
- The Portfolio Characteristics document relevant to you;
- This investment agreement; and
- Any subsequent approved forms (submitted electronically or otherwise if required) received and accepted by or on behalf of the fund

## 4. What Are Your Rights And Responsibilities?

### 4.1 Read the information we make available about your investment options carefully

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

- Read the initial investment form, the relevant Portfolio Characteristics document and this investment agreement to familiarise yourself with the conditions of membership.
- 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

We, the Administrator and the Trustees 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 fund and us, and they may not act for us, the Administrator or the fund.

#### 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 the Administrator written permission to:

- Link all your investments to your appointed financial planning business; and
- Invest in or switch the unit trust portfolio underlying your investment to a unit class that allows for the 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 your investment 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.

- The Administrator, on behalf of the fund, 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
- The Administrator, on behalf of the fund, will cancel the appointment of your existing financial planning business and switch your investment into a class of units that does not include a financial planning fee
- The Administrator, on behalf of the fund, will send you confirmation of the switch and the termination of the appointment and you may no longer have access to the range of unit trust portfolios available to financial planning businesses

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

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

#### **4.4 Use the fund's initial investment and subsequent instruction forms**

The fund and Administrator 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 the fund are accurate, clear and complete.

#### **4.6 Choose your unit trust portfolios**

You are responsible for choosing (as your underlying investment) one or more unit trust portfolios, from those made available by the fund, that are suitable for your investment needs and risk profile. There is no default option and you will not become a member of the fund unless you choose one or more unit trust portfolios.

The fund 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 Services Centre, visit our secure website, or contact your financial planner.

#### **4.7 Make transfer contributions**

You may transfer those benefits as contributions to the fund as described in clause 2.3.

Membership of the fund is voluntary which means that you become a member by choice. There is no obligation on the fund to ensure the transfer of contributions are made on your behalf.

The minimum contribution amount is disclosed in the relevant fund documentation and may change from time to time.

#### **4.8 Nominate beneficiaries**

You, but not persons acting on your behalf, may nominate beneficiaries to receive the benefit on your death before retirement. Your nomination applies to your benefit (i.e. all your product accounts) and only natural persons may be nominated.

Your nomination does not guarantee that your beneficiaries will receive any death benefits because legislation requires the Trustees to use their discretion to allocate the benefit between your dependants and your nominated beneficiaries. Dependants are defined in legislation. The Trustees must consider the extent of their dependency, when allocating benefits. Dependants always include your spouse(s) and all your children, irrespective of their age and including those adopted, from previous marriages or born out of wedlock. Any other person who is financially dependent on you, such as an elderly parent, a family member, a grandchild, a friend or a divorced spouse to whom you are paying maintenance, also qualifies as your dependant. If you nominate that payment must not be made directly to a beneficiary but to a trustee of a trust, the fund will only pay benefits to that trust if the trust is only for the benefit of your beneficiaries.

It is important to make and keep your nominations up-to-date and to notify the fund of any special factors you would like the Trustees to be aware of. To make or change your nomination you must complete and sign (electronically or otherwise if required) a Beneficiary Nomination and Change form. This form should be received by the fund while you are still alive, as the fund will not accept a beneficiary nomination form after your death.

#### **4.9 Send your instructions to the Administrator**

The Administrator receives and accepts your instructions on behalf of the fund. You, the person you have authorised, or your financial planner must send the Administrator your instruction, as specified on the relevant form.

#### **4.10 Check the confirmation and report errors in the documents sent you**

You must read the correspondence sent to you carefully and promptly. If you find any errors, please report them as soon as possible.

#### **4.11 Keep copies of all correspondence about your investment**

You, the person you have authorised or your financial planning business (or both if applicable), must keep copies of all the instructions you send to the fund, as well as all communication sent to you about your fund membership and underlying investment.

#### **4.12 Check your unit trust portfolio regularly**

You must check your selected unit trust portfolio(s) regularly; especially if the reasons you invested or your financial circumstances change, to ensure that your investment continues to suit your needs.

#### **4.13 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). The Administrator may ask you for supporting documentation as proof of certain changes.

#### **4.14 Register for online access**

Once your initial investment form has been processed and you have received 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](http://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.

#### **4.15 Switch between unit trust portfolios**

You may switch between the available unit trust portfolios 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 where it may not.

#### **4.16 Access the fund rules, valuations and financial returns**

You can request a copy of the fund rules and financial statements at any time from our Client Services Centre or view the fund rules, financial statements and actuarial valuation reports at the fund's registered office, during office hours. Copies are available at a fee determined by the Trustees.

#### **4.17 Choose to apply a savings component and retirement component**

If you were a member of the fund on 1 March 2021 and was age 55 (fifty-five) and older, and you were a member on 31 August 2024, you will have a vested component as at 31 August 2024. Subject to legislative provisions (including time limits), you will have a once-off opportunity to elect to have the savings component and the retirement component apply to your product account(s). If you do not elect to apply these components relevant to your vested component as at 31 August 2024, you will only have a vested component in the fund until you retire.

#### **4.18 Transfer between components**

If applicable, you may transfer your savings component (or a portion thereof) and/or your vested component (or a portion thereof) at any time to your retirement component. Transfers from your savings component and/or your retirement component to your vested component are not allowed. Transfers from your retirement component to your savings and/or your vested component are not allowed.

#### **4.19 Access your fund benefits**

You may access benefits due to you by the fund on your retirement or through withdrawals as permitted by legislation. Benefits will be payable on your death if you were a member of the fund on the date of death. You may also transfer your interest in the fund to another approved fund at any time on request. Please refer to Section 9 'When can you get your money back' for more details.



#### **4.20 Cast your vote if a change is proposed to a unit trust portfolio**

Before certain changes can be made to a unit trust portfolio in which your benefit is invested (for example a change in the investment mandate of the unit trust portfolio), you may be asked to vote about the proposed change.

#### **4.21 Answer requests to you for information**

The Administrator may ask you to give them additional documentation and information from time to time to comply with legislation and manage your investment efficiently. Please respond to their requests promptly.

## **5. What Are The Rights And Responsibilities Of The Fund?**

#### **5.1 Act in the interests of members**

The fund and the Trustees must act with honesty, fairness, skill, care and diligence in all dealings with you, and in the interests of all members of the fund.

#### **5.2 Make a range of unit trust portfolios available**

The fund rules allow the Trustees to make a range of unit trust portfolios available to members as investment options.

#### **5.3 Invest contributions**

The fund receives transfer contributions for the benefit of members and invests the contributions into the unit trust portfolios selected on the relevant form. The investments are owned by the fund and you have no right to any specific investment.

#### **5.4 Change the availability of unit trust portfolios**

The fund may change the availability of our unit trust portfolios, or any unit class thereof, in the following manner:

##### **5.4.1 Remove a unit trust portfolio**

The fund may change the list of unit trust portfolios, or any unit class thereof, available to you from time to time. If for any reason a unit trust portfolio or unit class you selected is no longer available, the Administrator will contact you and ask you to select an alternative unit trust portfolio.

##### **5.4.2 Close a unit trust portfolio**

The Manager may close a unit trust portfolio, or any unit class thereof, 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 the Manager makes.

##### **5.4.3 Change your unit trust portfolio(s)**

The fund may instruct the Administrator to switch your investment out of your chosen unit trust portfolio(s) to another unit trust portfolio(s) selected by the Trustees, in the following circumstances:

- The total assets of the fund or your product account breaches the investment limits set out under Regulation 28 of the Act. The investment limits are referred to as the prudential investment guidelines. These guidelines set, amongst other things, the maximum exposures that the fund or you as a member may have to various asset classes (examples include a maximum of 75% in equities and 45% in offshore assets). If your product account becomes non-compliant with these limits and you do not send us an instruction to correct this within a period of 12 months, the fund must then make the necessary changes on your behalf. Should the fund become non-compliant with these limits it may switch your investment out of your chosen unit trust portfolio(s) to another unit trust portfolio(s) in order to comply with the regulation
- As a result of breaches to Exchange Control Regulations
- If you fail to select an alternative unit trust portfolio as described in 5.4.1 above

#### **5.5 Provide you with fund membership information**

You will be provided with information about your membership and benefits, at the time that you first become a member of the fund, and at least annually thereafter.

#### **5.6 Pass on any bank interest**

Bank interest, at the applicable rate, will be calculated on your contribution from the day after it is deposited in the fund's bank account and will be invested into your selected unit trust portfolio(s).

### 5.7 Make benefit payments

All cash benefits due to you will be paid in South African rands by electronic fund transfer, into a current savings account in your name, or to a third party subject to the provisions of the Pension Funds Act.

### 5.8 Deduct and pay tax

Any cash benefit you receive at withdrawal or retirement, or which is paid to your dependants or beneficiaries may be taxable. The Administrator on behalf of the fund is obliged to deduct tax from the cash amount as per a tax directive issued by the South African Revenue Service (SARS) before it is paid to you and to pay the tax over to SARS on your behalf.

### 5.9 Re-invest income distributions

All income distributions from your selected unit trust portfolios will be reinvested automatically by the fund for your benefit.

### 5.10 Pay fund expenses

The fund pays for expenses as provided for in the fund rules. Some of these fund expenses may be recovered from your interest in the fund.

### 5.11 Change the fund rules or the terms of this investment agreement

The fund may change the fund rules at any time. All changes must be approved by the regulatory authorities.

The fund may make changes to the terms of this agreement as provided for herein, or as a result of any regulatory changes, or as a result of changes to the fund's 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 this investment agreement from our Client Services Centre, our secure website, or from your financial planning business.

### 5.12 Protect your personal information

Your privacy is very important therefore we, the fund and the Administrator, 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 fund will process and share your information to fulfill its contractual obligations to you and/or where required to do so by law. The fund may share your information within our subsidiaries and associates and cessionaries, delegates 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 fund may also send your personal information to third parties, specifically the Administrator, 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 fund 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.

The fund may also undertake identity and fraud prevention checks and share information with South African fraud prevention services.

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

Your consent (where applicable) will survive any contractual relationship that you have with the fund, unless you withdraw such consent in accordance with the various methods of communication provided by the fund or the Administrator.

## 6. What Are The Administrator's Rights And Responsibilities?

### 6.1 Administer benefits

The Trustees have entered into an administration agreement with the Administrator to administer benefits due to members on behalf of the fund. The Administrator is approved by the regulatory authorities to provide such services.

The Administrator must administer member benefits in line with the terms of the administration agreement, the fund rules, the requirements of the regulatory authorities and legislation.

### 6.2 Communicate with you

The Administrator will communicate with you, the person you have authorised or your financial planning business (as applicable) directly or via us, in English, on behalf of the fund, to give you important information, including:

- Proof of your membership details;
- Notice about important events affecting your membership;
- Transaction confirmations;
- Investment statements – at least annually;
- An annual benefit statement;
- Certificates you may need for tax returns; 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 Services Centre or your financial planner.

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

### 6.3 Identify and prove your identity

The fund is required by law, and instructed the Administrator on its behalf, to identify investors and people acting for them and to confirm their identities before accepting an investment or instruction (whether electronically or otherwise).

The fund does this to prevent identity theft, fraud, money laundering and terrorist financing. It also helps the fund to comply with its legal responsibilities under the Financial Intelligence Centre Act of 2001 (FICA) to 'know our clients'.

The fund uses the information you fill in on the initial investment form to identify you and requires you to provide supporting documents to confirm the information you give. For this purpose you also authorise the fund to use your personal information provided to and collected by other Nedbank entities.

The fund 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
- Your occupation as well as the industry you are employed in

The Administrator may ask you from time to time to confirm and provide proof that the information you gave to the fund in the past is still up to date and correct.

### 6.4 Accept, suspend, delay or reject your instructions

The Administrator may accept, suspend, delay or reject your instructions on behalf of the fund. The Administrator may also reverse any transaction where it believes the circumstances give it a good reason to do this.

The following factors will determine whether the Administrator accepts, suspends, delays or rejects your instructions:

- The fund's business requirements and administrative processes and timelines, including those set out in the fund's forms
- The investment minimums
- The availability of the unit trust portfolio you have chosen together with the appropriate class of units
- The terms of this investment agreement

- The fund rules
- 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
- Confirmation of the bank account details you gave
- Whether your contribution shows in the fund's bank account

### 6.5 Processing your instructions

The Administrator is responsible for processing your instruction once it has been accepted.

The price of a unit in each unit trust portfolio is calculated daily at 15h00. The Manager does 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, withdrawal or retirement benefit after this daily pricing process.

#### Processing times for:

##### 6.5.1 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 between the available unit trust portfolios once the Administrator has accepted an instruction:

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

##### 6.5.2 Processing order of multiple instructions

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

### 6.6 Maintain professional and fidelity insurance

The Administrator is insured against fraud, negligence or dishonest behaviour.

## 7. What Is Not Covered By This Investment Agreement?

### 7.1 Investment guarantees

The fund does not guarantee the performance of your investment. You carry the investment and market risk, which includes the possibility of losing capital.

The market value of your investment may go up or down depending on the market value of the assets underlying your selected unit trust portfolios. 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 fund, nor we, nor the Administrator gives 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 the fund, the Administrator or us as investment advice, or any recommendation to invest in or change your investment.

## 7.3 Certain losses suffered

Neither the fund, nor we, nor the Administrator is responsible for any losses suffered because of the following reasons:

- Delays in the processing or the rejection of your investment instruction. 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 unauthorised instructions;
  - If you, the person you have authorised, or your financial planner provides the Administrator or the fund with incorrect or incomplete information, or fails to disclose or misleads the Administrator or the fund as to a material fact;
  - If a third party does anything illegal or invalid or does not do something that they should have done in respect to your investment;
  - If the Administrator cannot verify the bank account details you provide through our bank verification process;
  - Any legal requirements, unit trust portfolio limits, timing standards, administrative practices and procedures that apply to the investment
- A person authorised by you acting beyond the scope of their authority or if they do not send you correspondence the fund or the Administrator sends them
- Changes in tax or other laws that affect your investment
- The failure or delay of any website networks, electronic or mechanical devices, or any other form of communication the fund or the Administrator use to process instructions about your investment
- The fund, we or the Administrator providing your financial planning business, with details about your investment
- The fund or the Administrator doing business telephonically or electronically
- The fund or the Administrator acting on incorrect information where you failed to notify them of any changes to such information
- The investment or market risk of your investment
- 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 the Manager to sell the underlying assets at a price which could negatively affect investors in the unit trust portfolio. The Manager may delay the payment or reinvestment of the proceeds of the sale of units

## 7.4 Cancellation of your investment

You cannot cancel your membership to the fund, this investment agreement, or any contributions already made to the fund (i.e. ask for a refund). You may however request a transfer of your benefits to another approved retirement fund.

## 7.5 Transfers and loans

Benefits due to you under the fund may not be transferred or pledged to someone else as payment or as security. The fund does not grant loans to members.

# 8. What Do You Pay

There are no fees levied at the fund level, and only the fees of the chosen underlying investment portfolio apply. 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 Services 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;
- Financial planning fees

All financial planning fees are paid inclusive or exclusive of Value Added Tax (VAT) depending on the VAT status of the financial planning business.

### **8.1 Initial financial planning fees**

You may agree to the payment to your financial planning business of an initial financial planning fee, subject to prescribed maximums, by completing the relevant section on the form. In this event, the Manager will facilitate the payment of such initial financial planning fee to your financial planning business. 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.

You need to approve the initial financial planning fee for each lump sum contribution and switch instruction.

### **8.2 Annual portfolio management fee**

The Manager charges the fund an annual portfolio management fee to invest in the Nedgroup Investments unit trusts. This fee, as well as permissible unit trust deductions, is not deducted from your product account but is included in the published unit price of your 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 portfolio management fees are calculated and accrue daily, based on the market value of your investment at the end of each day.

### **8.3 Annual financial planning fee options (where applicable)**

#### **A. UNIT PRICE**

Investors 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, by completing the relevant section on the form. In this event the Administrator charges the fund an annual administration fee equal to the agreed annual financial planning fee. The fund recovers this annual administration fee through the sale of units from your selected unit trust portfolio.

We, on behalf of the Administrator, then pay the proceeds resulting from the sale of units to your financial planning business as an annual financial planning fee each month.

Accrued annual financial planning fees will be recovered and paid to your financial planning business before processing an instruction in respect of each of your selected unit trust portfolios. 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 selected unit trust portfolio.

### **8.5 Effective Annual Cost**

All fees disclosed in clause 8.1 – 8.4 above, as well as permissible unit trust deductions, are reflected as your Effective Annual Cost. Your Effective Annual Cost is a calculation that projects the fees and costs deducted from your investment as a percentage of its value over time. This allows you to compare the charges you will incur across different financial products. If you would like to calculate your Effective Annual Cost, please register your investments online via our secure website and login into your secure online account.

## 8.6 Changes to fees and charges

The fees and charges mentioned above may change, you will be given 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 Services Centre, visit our secure website, or contact your financial planning business.

## 8.7 Reporting of fees

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

# 9. When Can You Get Your Money Back?

## 9.1 On request

### 9.1.1 Request a transfer to another approved retirement fund

You may request a transfer of your benefit in the fund to another approved pension fund, pension preservation fund or retirement annuity fund at any time. Such a transfer is subject to operational requirements, the fund rules, the requirements of regulatory authorities and legislation.

### 9.1.2. Request a withdrawal benefit

#### A. From the Savings component

If you have a savings component, you may, subject to the fund rules and taxation, elect to withdraw once in any tax year the full value or a portion of your savings component (subject to a minimum of R2000.00 per tax year) before retirement.

If you terminate your membership in the fund within any tax year and you have already made a withdrawal from the fund in that tax year and the remaining value of your savings component is less than R2 000, you may make a second withdrawal of the total balance in the savings component.

The fund may suspend or withhold the payment of the withdrawal from the savings component in accordance with the provisions of legislation, where:

- The fund receives notification and proof of divorce proceedings or application for a division of assets, unless the non-member spouse consents to such withdrawal in writing; or
- The fund is made aware of maintenance proceedings or a pending maintenance order, and it is satisfied that the withdrawal will result in there being insufficient remaining value to comply with a maintenance order

#### B. From the Vested component

You may request one withdrawal, either in part or full, in respect of your vested component in each product account once you are a member of the fund provided such contribution transferred to the fund is in lieu of resignation and not retirement from employment. If you have transferred to the fund on retirement from employment then you may not request a withdrawal benefit.

#### C. From all components

You may also request a withdrawal if you emigrated from South Africa and your emigration is recognised by the South African Reserve Bank; or if you departed (at the expiry of your South African work or visit visa) from, or you have not been a tax resident for an uninterrupted period of three years in, the Republic of South Africa (subject to legislation).

Withdrawals are subject to operational requirements, the requirements of the transferring fund, the requirements of regulatory authorities and legislation. If you make a part withdrawal from your vested component, you will not be able to make another withdrawal in respect thereof.

### 9.1.3 Notify the fund of your retirement or request early retirement

You may request a retirement benefit from the fund at any time from the age of 55. You must notify the fund of your intention to retire by using the Notice of retirement form.

You may request to retire earlier than age 55 due to an illness or injury that makes you permanently disabled. You must notify the fund of your intention to retire by using the Ill-Health Early Retirement Request form.

The fund rules require that you provide the Trustees with medical records, obtained at your own cost, which proves that you are permanently disabled. The Trustees may approve early retirement based on this evidence.

You can choose to retire by requesting that:

- All unit trust portfolios of all of your product accounts be sold (or the units transferred to an insurer) to provide you with a retirement benefit (full retirement benefit); or
- All the unit trust portfolios of one or more (but not all) of your product accounts be sold (or the units transferred to an insurer) to provide you with a retirement benefit (staggered retirement benefit)

When you choose a full retirement benefit, your membership of the fund will terminate. You will remain a member of the fund if you choose a staggered retirement benefit because you will have remaining benefits in the fund.

You may choose to have the full or staggered retirement benefit (whichever applies) paid in one of the following ways:

- The full benefit is used to buy a compulsory annuity in your name
- One-third of the vested component is paid as a cash lump sum, while the other two-thirds of the vested component, together with the value of the retirement component, is used to buy a compulsory annuity in your name
- The savings component may be paid as a lump sum on retirement, subject to taxation, and any portion thereof not paid as a lump sum on retirement may be used to purchase a compulsory annuity

Subject to legislation and SARS requirements, the full benefit can be paid as a cash lump sum:

- If the pre-tax fund value of the retirement component together with two-thirds of the vested component (excluding the value of any vested benefit), on the date of retirement, is less than R 165 000 or such other amount as set out in legislation; or
- If (as allowed by legislation from 1 March 2021) the benefit includes monies contributed to or transferred from a provident or provident preservation fund

The entire benefit due to you, after deducting fees, charges and taxes payable, will be paid as selected by you once all processing and regulatory requirements have been met.

### 9.1.4 Default annuity strategy

All South African retirement funds (that are subject to the Act) are required to implement a default annuity strategy. The Trustees of the fund have implemented a default annuity strategy. Retiring members of the fund will have the option to 'opt-in' to the default annuity strategy on retirement. More information about the current strategy is available on our website.

## 10. In The Event Of Your Death

On notification of your death the unit trust portfolios of all your product accounts will be switched to the Nedgroup Investments Core Income Fund or to another investment option decided by the Trustees in order to preserve the capital while the death claim is processed.

The notification letter to the fund must include:

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



Legislation requires that the Trustees allocate the benefit after a full investigation. The Trustees decide who receives the benefit, the percentage each will receive, and how the benefit is paid.

Your nominated beneficiary will not automatically receive a benefit as current legislation requires that dependants must be considered by the Trustees. If you have no dependants but nominated beneficiaries who are not dependants, the Trustees must first use the benefit to pay the debts of your estate if your estate does not have enough assets. If there is no debts to be paid, payment will be made to your beneficiary, or if you did not nominate beneficiaries, to your estate.

Those who are allocated a benefit may choose to have the benefit paid in one of the following ways:

- The full amount is used to buy a compulsory annuity
- The full amount is paid as a cash lump sum
- A combination of a cash lump sum and a compulsory annuity is paid

The benefit due to those who have been allocated a benefit by the Trustees, after deducting fees and charges payable, will be paid as selected once all processing and regulatory requirements have been met.

## 11. 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 Pension Funds Act**

This Act requires trustees to oversee, direct and control the administration and investments of retirement funds in the interests of members who belong to the funds.

### **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 collective investment scheme deed.

### **Exchange Control Regulations**

The availability of certain unit trust portfolios is subject to these regulations.

### **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

## 12. How Do You Contact The Fund?

You may contact the fund through Nedgroup Investments. Please see Nedgroup Investments full contact details on the last page of this investment agreement.

### **The registered office of the fund:**

Nedbank Clocktower  
Clocktower Precinct  
V&A Waterfront  
Cape Town  
8001

### **Postal Address:**

PO Box 1510  
Cape Town  
8000

## 13. Who Do You Complain To?

If you are not satisfied with any aspect of your membership of the Fund or believe your personal information is not being processed in accordance with legal requirements, and wish to make a complaint, please write to The Principal Officer of the fund using the details above or via e-mail [complaints@nedgroupinvestments.co.za](mailto:complaints@nedgroupinvestments.co.za). Please mark your communication as a 'complaint' and include all relevant documentation. The fund will write back to you in response to your complaint within 30 calendar days. If you do not receive a response within 30 calendar days, or you are not satisfied with the fund's response, you can contact the Retirement Funds Ombud. The contact details are:

### Retirement Funds Ombud

**Tel:** 012 346 1738 / 012 748 4000

**Email:** [enquiries@pfa.org.za](mailto:enquiries@pfa.org.za)

**Website:** [www.pfa.org.za](http://www.pfa.org.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 [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za).

If you are unhappy about your financial planner's advice in respect to your investment, 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](mailto:info@faisombud.co.za)

**Website:** [www.faisombud.co.za](http://www.faisombud.co.za)

## Contact Us

Phone: 0800 123 263 if you call from South Africa  
+27 21 412 2003 if you call from another country

Email: [clientservices@nedgroupinvestments.Co.Za](mailto:clientservices@nedgroupinvestments.Co.Za)

Write To Us: Po Box 1510, Cape Town, 8000

## Our Offices Are Located At

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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