



**NEDGROUP**  
INVESTMENTS

# Investment Agreement Unit Trusts

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 Unit Trusts.

If anything is unclear, or if you have any questions or feedback, please contact your financial planner 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 ('we' or 'us')**

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 trusts. It is a member of the Association of Savings & Investment South Africa (ASISA).

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

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

The individual or legal entity (including a trust) that invests in the Nedgroup Investments unit trusts and in whose name the investment is held.

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

## **Trustees**

The trustee acts as caretaker of all the assets of the Nedgroup Investments unit trusts and holds these for investors. The assets do not belong to us, which provides important protection for you. We have appointed The Standard Bank of South Africa Limited as the independent trustee for the Nedgroup Investments unit trusts.

## **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 professionals and held by the trustee in trust for you. The investment mandate of the unit trust portfolio determines the selected assets.

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

## **Unit**

A unit trust portfolio is divided into identical units. Each unit represents the same amount of assets in the unit trust portfolio. The amount of money you invest and the unit price when you make your investment determines the number of units in your 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 us.

## **Investment mandate**

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

## **Investor number**

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

## **Unit trust portfolio account (account number)**

This is your account number that you use to identify each investment you have in a unit trust portfolio.

## **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'

## **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. Who are the parties to this investment agreement?

You and Nedgroup Investments are the parties to this investment agreement. If you are a legal entity (including a trust) all your acts, undertakings, obligations and responsibilities in terms of this investment agreement are performed and agreed to by person(s) you authorised to act on your behalf.

## 3. Which documents form part of this investment agreement?

Your agreement with us is based on:

- your initial investment form;
- your supporting documents;
- the Portfolio Characteristics document relevant to you;
- this investment agreement; and
- any later instructions (submitted electronically or otherwise if required).

## 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 right for your needs:

- Please 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.
- Please 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 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 us and they may not act for 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 investments with us to your appointed financial planning business.
- Invest in or switch your investment to a unit class that allows for the payment of fees to your financial planning business.

You must check with your 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.

- 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 and you will no longer have access to the benefits of financial advice or 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 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**

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 clear and complete.

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

You are responsible for choosing one or more unit trust portfolios, from those made available by us, that are suitable for your investment needs and risk profile.

We 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 website, or contact your financial planning business.

#### **4.7 Make contributions**

We do 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 internet transfer (payment by EFT).
- 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 amount is disclosed in the forms and may change from time to 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 Choose whether you want us to pay you or reinvest the income distribution from your investment**

The return from your investment may come from either capital growth or income - depending on the type of assets in the unit trust portfolio you choose. If the income is more than the total expenses of the unit trust portfolio, we pay this to you monthly, quarterly, biannually or annually. If the total expenses are more than the income earned, the unit trust portfolio will not make a distribution.

You need to choose whether you prefer the income from your unit trust portfolio to be paid into your bank account, or reinvested back into your unit trust portfolio.

If you prefer us to reinvest this, we will use the income to buy you more units in your unit trust portfolio, which will increase the value of your investment. You may have to pay any tax due on income distributions, whether you choose to have it paid out or reinvested.

#### **4.10 Send your instructions to Nedgroup Investments**

You, the person acting on your behalf, or your financial planner must send us your instruction as specified on the relevant instruction form.

#### **4.11 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.

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

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 investment.

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

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

#### **4.14 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.

#### **4.15 Register for online access**

Once your initial investment form has been processed and you have received your investor number, you may register to view and manage 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.

#### **4.16 Switch between unit trust portfolios**

You may switch between the available unit trust portfolios at any time by submitting a fully completed Unit Trust 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. A switch between unit trust portfolios may generate a capital gain or loss for Capital Gains Tax (CGT) purposes.

#### **4.17 Withdraw part or all of your investment**

You may withdraw some or all of your investment by selling the units in your unit trust portfolio account on any business day. You may also ask for a monthly or quarterly recurring withdrawal of a fixed rand amount and select any business day on which it must be paid. Withdrawals are subject to the withdrawal timelines set out in this agreement.

When you withdraw part or all of your investment or choose a recurring withdrawal, you may be taxed on capital gains (CGT).

If the value of your investment in any unit trust portfolio is less than our minimum allowed balance, as disclosed in the relevant forms, and you do not have a debit order in place, we will withdraw your investment held in such a unit trust portfolio and pay you the entire investment amount.

#### **4.18 Transfer ownership of your investment**

You may transfer ownership of your investment to another individual or legal entity in line with our minimum investment amounts. This transfer of ownership is done by way of a transfer of ownership agreement whereby the person or institution to whom the investment is ceded becomes the new owner. You may have to pay Capital Gains Tax (CGT).

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

#### **4.19 Use your investment as security (security cession)**

Using your investment as security is done by way of a security cession agreement whereby you provide your investment as security for your obligation to a third party (or 'security cessionary'). The security cessionary does not replace you as the investor but may be entitled, under the terms of the security cession agreement, to the investment after you default in terms of your security cession agreement. We will acknowledge the security cession once we receive the required documentation and have noted the security cession on the applicable form. It is your responsibility to manage the security cession and make sure it is cancelled when appropriate.

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

Before changes can be made to a unit trust portfolio in which you are invested (for example a change in the investment mandate of the unit trust portfolio), we will ask you to vote about the proposed change. We cannot vote on your behalf.

#### **4.21 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 investment efficiently. Please respond to our requests promptly.

## **5. What are our rights and responsibilities?**

### **5.1 Act with honesty and integrity**

We must act with honesty, fairness, skill, care and diligence in all our dealings with you.

### **5.2 Identify and confirm your identity**

We 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.

### **5.3 Accept, suspend, delay or reject your instructions**

We may accept, suspend, delay or reject your instructions. 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 and timelines.
- Our investment minimums.
- 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 requested.
- Confirmation of the bank account details you gave us.
- Your contribution shows in our bank account.

## 5.4 Process your instructions

We are responsible for processing your instruction once we have accepted it.

The price of a unit in the unit trust portfolio is calculated daily at 15:00. 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.

A constant price will be maintained for the Nedgroup Investments money market funds.

### Processing times for:

#### 5.4.1 Investments, withdrawals and switches

The table below shows the time it takes for an investment or a withdrawal from a unit trust portfolio, as well as for switching between the available unit trust portfolios, to be processed 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.

#### 5.4.2 Recurring withdrawals

We can pay monthly or quarterly recurring withdrawals on any business day that you select. 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' / 'non-resident transferable' bank account.

#### 5.4.3 Investments 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 elected and invest it at the unit price of that day. If the elected 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.

#### 5.4.4 Investment 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 5 business days before the planned phase-in day. If all requirements are not met, we will process your phase-in instruction on the phase-in date in the following month.

#### 5.4.5 Processing order of multiple instructions

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

### **5.5 Pass on any bank interest we earn on your investment**

We will calculate bank interest, at the applicable rate, on your contribution if it remains deposited in our account for more than 24 hours and invest it into your selected unit trust portfolio(s).

### **5.6 Make payments from your investment**

If you withdraw any of your investment or chose to have income distributions paid out, we will only make payment in South African rands by internet transfer into a current or savings account held in your name and not in the name of any third party.

### **5.7 Pay Dividend Withholding Tax**

If applicable, we are obliged to pay Dividend Withholding Tax on your behalf. We will therefore deduct this tax before we distribute the dividend to you. The amount of tax payable depends on various factors, including your residential status.

### **5.8 Protect your personal information**

Your privacy is very important and we 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:**

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. We 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.

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.

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.

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

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 us, unless you withdraw such consent in accordance with the various methods of communication provided by us.

### **5.9 Communicate with you**

We will communicate with you, the person you have authorised or your financial planning business (as applicable) in English, to give you important information, including:

- proof of your investment details;
- notice about important events affecting your investment;
- transaction confirmations
- investment statements - at least annually;
- abridged annual reports;
- tax certificates; and
- our quarterly newsletter.

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

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

### **5.10 Maintain professional and fidelity insurance**

We are insured against fraud, negligence or dishonest behaviour.

## 5.11 Change the availability of unit trust portfolios

We may change the availability of our unit trust portfolios in the following manner:

### 5.11.1 Remove a unit trust portfolio

We 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.

### 5.11.2 Close a unit trust portfolio

We may close a unit trust portfolio at any stage to new investments (including additional lump sum investments). We 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 we make.

## 5.12 Borrowing and securities lending

We may borrow up to 10% of the market value of the unit trust portfolio if the unit trust portfolio does not have enough cash to carry out its duties to investors or if its assets cannot be released to make withdrawal payments to investors.

We may also lend out the underlying assets of the unit trust portfolio.

## 5.13 Make changes to the terms of this investment agreement

We 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 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 website or from your financial planning business.

## 5.14 Termination of this investment agreement

This agreement will terminate automatically without further notice if your investment account(s) has a zero balance for 18 months (or more) and there is not active debit order captured.

We may terminate this agreement by giving notice of termination via the contact details provided to us.

You may terminate this investment agreement by giving written notice of termination to our Client Services Centre via the email address provided in the "Contact Us" section.

Upon termination of this agreement all units in your unit trust account will be redeemed and the proceeds thereof paid into your bank account we have on our records at the time of termination.

## 6. What is not covered by this investment agreement?

### 6.1 Investment guarantees

We do 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 unit trust portfolio may go up or down depending on the market value of the assets in your unit trust portfolio. If your unit trust portfolio has 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.

### 6.2 Advice

We do not 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 as investment advice, or any recommendation to invest in or change your investment.

### 6.3 Certain losses suffered

We are not 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 is not approved by 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, the person acting on your behalf, or your financial planner provides us with incorrect or incomplete information, or fails to disclose or misleads us 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 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; or
  - any legal requirements, unit trust portfolio limits, timing standards, administrative practices and procedures that apply to this investment.
- You not getting your spouses' permission to withdraw from your investment if you are married in community of property.
- A person acting on your behalf acting beyond the scope of their authority or if they do not send you correspondence we send 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 we use to process instructions about your investment.
- Us providing your financial planning business with details about your investment.
- 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 investment.
- The delayed sale of units in your 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.

### 6.4 Cooling-off

The cooling-off period is a number of days that you are given after investing to change your mind and cancel an 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 the investment.

Your investment into the Nedgroup Investments unit trusts does not depend on a cooling-off period and you cannot cancel this agreement. However, you may withdraw some or all of your investment on any business day, according to our normal processing times.

## 7. What do you pay?

Any fees that are levied will reduce the underlying investments of your unit trust portfolio 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 Portfolio Characteristics document, and/or other disclosure documents, which can be obtained from our Client Service Centre, our website or your financial planner.

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

- portfolio management fees; and
- financial planning fees.

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

### **7.1 Initial financial planning fees**

You may agree to pay your financial planning business an initial financial planning fee, subject to prescribed maximums, by completing the relevant section on the form. In this event, we shall 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.

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 and switch instruction. 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.

### **7.2 Annual portfolio management fee**

We charge an annual portfolio management fee to invest in Nedgroup Investments unit trusts. This fee, as well as permissible unit trust deductions, are not deducted from your unit trust portfolio 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 fees are calculated and accrue daily, based on the market value of your investment at the end of each day.

### **7.3 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 from your selected unit trust portfolio(s), by completing the relevant section on the form.

We 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 a full withdrawal or switch instruction in respect of each of your selected unit trust portfolios. You will be taxed on capital gains from the sale of units from your selected unit trust portfolio and will get a statement at least annually showing the units sold to pay the annual financial planning fee.

### **7.4 Value Added Tax (VAT)**

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

### **7.5 Effective Annual Cost**

All fees disclosed in clause 7.1 – 7.4 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.

### **7.6 Changes to fees and charges**

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

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

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

## 7.7 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 price of the units in your unit trust portfolio.

## 8. When can you get your money back?

You may ask for a withdrawal of part or all of your investment, subject to the conditions and timelines stated in this investment agreement.

## 9. What happens in the event of your death?

On notification of your death your investment will not be switched to cash but will remain invested in an Estate Late account while the estate is wound up. We will act on the instructions we get from the executor of your estate. The executor may ask for the withdrawal of the investment, or transfer ownership of the investment to another person. 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;
- your investor number; and
- a certified copy of your death certificate.

## 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 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.

### **Deed**

The agreement between the trustee and us, that sets up the Nedgroup Investments unit trusts and governs how they are administered.

### **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 instruction 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 behavior 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?

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

## 12. Who do you complain to?

If you are not satisfied with our product or services or you 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](mailto: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 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 not satisfied about your financial planning business'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 (within RSA)  
+27 21 412 2003 (outside RSA)  
Email: [clientservices@nedgroupinvestments.co.za](mailto:clientservices@nedgroupinvestments.co.za)  
Write To Us: Po Box 1510, Cape Town, 8000

### 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, IM11EU, British Isles