

ALEXANDER FORBES INDIVIDUAL CLIENT ADMINISTRATION (PROPRIETARY) LIMITED Registration number 2007/015632/07 | FAIS licence number 32494

Alexander Forbes, 115 West Street, Sandown, 2196 PO Box 787240, Sandton, 2146

Telephone: +27 860 664 444 Fax: +27 11 263 1227 Email: investadmin@aforbes.co.za

# ALEXANDER FORBES TAX-FREE SAVINGS ACCOUNT (TFSA) APPLICATION FORM

# **GUIDELINES FOR COMPLETING THIS APPLICATION FORM**

Please take the time to complete the application form carefully to make sure your details are captured correctly.

• Complete all compulsory sections. This application form will not be accepted for processing unless all sections have been completed.

#### WHO MAY INVEST

Alexander Forbes Tax-Free Savings Account is available to South African citizens and residents.

# **DOCUMENTS TO BE SENT WITH YOUR APPLICATION FORM**

- Proof of payment if you pay by electronic fund transfer (EFT)
- In terms of the Financial Intelligence Centre Act, 38 of 2001 (FICA), attach the following documents:
  - A copy certified by an approved commissioner of oaths of your official South African identification document or, if not applicable attach a copy
    of a certified copy of a passport
  - A copy of any document (not older than 3 months) that will verify your physical address.
- If the investor is a minor:
  - Certified copy of the minor's birth certificate or official South African identification document or, if not available, attach a certified copy of your passport
  - · Certified copy of the guardian's official South African identification document or, if not available, attach a certified copy of your passport
  - Guardian's proof of residence with a letter confirming the minor lives with the guardian.
- If you choose the Payroll Deduction option, please note that you are unable to invest on behalf of a minor or any other person.

If a direct deposit is made without an accompanying application form, and identification and verification documents, we are obligated to report the transaction to the Financial Intelligence Centre.

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# **CONTACT DETAILS OF THE INVESTOR**

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2. Your annual debit order will occur on the same date of every year.

# **SECTION B: ONCE OFF EFT PAYMENT**

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Account name	Account number	Bank name	Branch name	Branch number
TFSA – Alexander Forbes Nominees P/L	000 389 390	Standard Bank	Johannesburg	00 0205

#### Notes:

- 1. Please use investor's South African ID number as the payment reference.
- 2. Please attach proof of payment for EFT transactions.
- 3. The maximum EFT amount that can be transferred is R30 000 per year.

SECTION C: PAYRO	ECTION C: PAYROLL DEDUCTION INSTRUCTION																						
Please note: You may not contribute more than R30 000 per year.																							
Company or group name																							
Section or Paypoint name	<b>)</b>																						
Employee number																							

# I acknowledge the following:

Monthly payroll deduction amount

- 1. I have chosen to pay by monthly payroll deduction. Alexander Forbes Individual Client Administration will arrange with my employer for the monthly deduction to come off my salary using the information above. The deduction will come off my net salary (after tax).
- 2. The first deduction from my salary will take place from the next available payroll run after my Tax-Free Savings Account application has been processed successfully.
- 3. The payroll deduction will only be successful if I work for the company or group which has a payroll arrangement with AFICA.
- 4. If the payroll option is not available in the future, for example if I resign from employment or my employer stops providing this facility, then I will contact Alexander Forbes Individual Client Administration to arrange an alternative payment method.
- 5. If I want to stop, increase or decrease my monthly contributions in the future, I must contact Alexander Forbes Individual Client Administration and they will tell me what the requirements are to make a change and how they can process my request.

I confirm that the above information is correct and authorise my month, as set out above	employer to deduct the amount I have chosen	from my nett salary every
Investor's signature	Date	D D M M Y Y Y

# **INVESTMENT PORTFOLIO**

Please note: Details of the available portfolios are contained in the portfolio guide.

Select only one investment portfolio:

Investment portfolio	Portfolio Fees %	$\checkmark$
Investment Solutions Real Return Focus (Class T)	1.2%	
Investment Solutions Institutional Equity (Class T)	1%	
3. Investment Solutions Superior Yield (Class T)	0.4%	
4. Investment Solutions Aggressive Passive (Class T)	0.50%	
5. Investment Solutions Conservative Passive (Class T)	0.50%	

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Investor's signature \_\_\_\_\_



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# **TERMS AND CONDITIONS**

In this document the words 'we' and 'us' refer to Alexander Forbes Individual Client Administration Proprietary Limited.

#### 1. You appoint Alexander Forbes Individual Client Administration Proprietary Limited as your administrator

You appoint us as your administrator to administer your investment in collective investment scheme portfolios and any other financial products we agree to administer for you in the future. The investments that we administer for you are referred to in this document as 'units' or 'financial products'.

This investment starts on the date we first process your instructions under this contract. We refer to this as the acceptance date.

We will carry out only instructions or requests that are in writing and that comply with the law.

#### 2. Legislation affecting the Alexander Forbes Tax-Free Savings Account

- 1. The rules applicable to the Alexander Forbes Tax-Free Savings Account are governed by South African tax laws and regulations that may change from time to time.
- 2. Current tax laws allow you to save up to R30 000 a year and a lifetime limit of R500 000.
- 3. All interest, dividends, and capital gains earned on capital invested in the Alexander Forbes Tax-free Savings Account are tax free.
- 4. You may not contribute more than R30 000 per year to the Alexander Forbes Tax-Free Savings Account.
- 5. If you contribute more than R30 000 a year or more than R500 000 over your lifetime to all your tax-free savings accounts jointly, the South African Revenue Service (SARS) will charge you a tax penalty of 40% on the contribution over the limit.
- 6. You must pay your contributions in cash and not by unit transfer.
- 7. We will not charge any performance fees on investments in portfolios of the Alexander Forbes Tax-Free Savings Account.
- 8. You are allowed to withdraw from this account subject to the legislated maximum disinvestment fee allowed from time to time.
- 9. We will pay withdrawals into a bank account in your name only. Payment into an account of a third party or to a third party is not permitted.
- 10. We will pay out your money within seven business days of receiving a properly completed request for payment on the Alexander Forbes Tax-Free Savings Account withdrawal form.
- 11. You may only invest in one portfolio at a time. You may switch to another portfolio at any time. No phasing in is allowed.

# 3. Authority to buy units, make payments and reinvest distributions

You authorise us to do all of the following:

- 1. **Deduct all authorised fees** from the amount we receive from you to invest.
- 2. **Buy units** on your behalf with your investment.
- 3. Reinvest distributions that we receive on your behalf (for example, dividends and interest), unless you tell us differently in writing.
- 4. Make payments needed to operate your investment account, like fees and other charges.
- Sell units to carry out your withdrawal, switches between investment portfolios, as per your written instruction, and to pay any fees, charges and expenses.

#### 4. Right to transfer to and from other tax-free savings products

This will be allowed only if legislation permits. Legislation does not permit this until 1 November 2016.

#### 5. Obligation to report

We will send you or your financial services provider (if you ask us to) quarterly written statements, showing the financial products we administer for you and all transactions for that period. You can access your values more frequently online at <a href="www.afonline.co.za">www.afonline.co.za</a>. You must notify us of any errors within 60 days of the statement date.

#### 6. Your units are held in a custodian account on your behalf

We register your units in the name of Alexander Forbes Nominees Proprietary Limited which holds your units in the capacity of independent custodian only. You are the sole and beneficial owner of your units, which means that only you or your authorised representative have the right to deal with them.

You agree that the terms and conditions of the 'Custodian Services Agreement' between us and Alexander Forbes Nominees Proprietary Limited apply to you. This agreement, entered into on 24 August 2010, governs how we and Alexander Forbes Nominees Proprietary Limited look after your money. You can inspect a copy of the agreement at the registered address of either of the companies during normal office hours.

# 7. You accept the risks

You acknowledge and accept all of the following:

- There are risks associated with investing in units, including political, currency, market, regulatory, financial, legislative and tax risks.
- The capital value and investment returns of your units may go up or down.
- The history of past investment returns is no guarantee of future investment returns, unless the financial product gives express written guarantees.
- We do not give financial advice and you did not receive financial advice from us about your investment decisions. It is your responsibility to get independent and professional financial advice about your investments.

The minimum disclosure documents (also referred to as fund fact sheets) of the financial products you choose to invest in are available to you (they are either available from your financial adviser, or our contact centre, or the manager of the unit trusts). You confirm that you understand the objectives, risk level, income distributions and charges of the financial products that you have chosen.

# We are not responsible for any losses you suffer due to:

- Errors made by the manager of a financial product
- Unauthorised instructions received from those representing you
- Failures of networks or electronic or mechanical devices
- Us acting on incorrect information where you have failed to notify us of changes to such information
- Delayed transactions due to factors beyond our control.

#### 8. Insurance for employees' actions

We are insured against fraudulent, negligent and dishonest acts of our employees.

#### 9. Appointing a financial services provider

Any financial services provider you appoint must:

- Be a licensed financial services provider in terms of the Financial Advisory and Intermediary Services Act (FAIS).
- Have a contract with us to give advice about the financial products we administer.

You must provide instructions to us in your personal capacity (or through authorised persons). You accept that you have appointed the financial services provider named in this document as your financial services provider of record. By doing so, you instruct us to accept written instructions from you communicated to us by your financial services provider.

If your financial services provider is an approved and licensed discretionary financial services provider (licensed by the Financial Services Board in terms of FAIS), we will accept instructions about this investment directly from the financial services provider. We will carry out the financial services provider's instructions, but only if we receive a copy of the signed discretionary mandate that you have given to your financial services provider. If you have any questions about this process, please speak to your financial services provider.

If you cancel a financial services provider appointment, you must give us written notice that you have done so.

No advice fees are payable on this product unless specifically agreed to by us.

If you do not have a financial services provider or if, after cancelling a financial services provider appointment, you do not replace the financial services provider, your dealings with us will be through our contact centre, where no advice is given.

#### 10. Persons who may act on your behalf

We will accept instructions from you or from people who are authorised to act on your behalf (referred to as authorised persons), for example legal guardians, curators, trustees of insolvent estates, agents by power of attorney, executors of deceased estates, and business rescue practitioners.

You must notify us in writing if you no longer want us to take instructions from your authorised person.

### 11. Time periods for carrying out instructions

We will carry out your instructions within the specific time periods set out below. If there is a delay in carrying out your instruction that is caused by a third party, we will take all reasonable steps to make sure your instruction is carried out within the specified time period. However, if we are not able to carry out your instruction within this time period, we are not responsible for any loss you or anyone else suffers.

# 11.1 Investment instructions

We will carry out your investment instructions within four business days if all the following conditions are met:

- 1. We receive your written instructions **before 10:30** on a business day.
- 2. Your instructions are complete and accurate.
- 3. We have received the relevant investment amount in our bank account and it has been cleared. We are not responsible for any loss that arises if money credited to our bank account is reversed for any reason.

If we receive your instructions after 10:30, we will treat them as if they were given on the following business day. The terms and conditions on our standard investment instruction form apply to all top-up investments that you make.

The price at which you buy units is determined by the date of purchase.

#### 11.2 Disinvestment (withdrawal) instructions

We will carry out your unit disinvestment within two business days if both the following conditions are met:

- 1. We receive your written instructions on our standard withdrawal instruction form before 9:00 on a business day.
- 2. Your instructions are complete and accurate.

If we receive your instructions after **9:00**, we will treat them as if they were given on the following business day. We will pay you the amount disinvested within **five business days** after receiving your complete and accurate withdrawal instructions. The terms and conditions on our standard withdrawal instruction form apply to all withdrawals that you make.

The price at which units are sold is determined by the date that the disinvestment takes place.

#### 11.3 Switch instructions

We will carry out your switch instructions within three business days if both of the following conditions are met:

- We receive your written instructions on our standard switch instruction form before 10:30 on a business day.
- Your instructions are complete and accurate.

If we receive your switch instruction **after 10:30**, we will treat it as if you gave it on the following business day. The value of the units is determined by the unit price on the day the switch takes place. The terms and conditions on our standard switch instruction form apply to all switches that you make.

# 12. Portfolio fees

These are the fees and charges of the managers of the financial products. They are set out in the minimum disclosure documents (fund fact sheets) of the financial products or in the application form. These fees may change from time to time.

# 13. Payroll deduction

- You have chosen to pay by monthly payroll deduction. Alexander Forbes Individual Client Administration will arrange with your employer for the monthly deduction to come off your salary. The deduction will come off your net salary (after tax).
- The first deduction from your salary will take place from the next available payroll run after your Tax-Free Savings Account application has been processed successfully.
- The payroll deduction will only be successful if you work for the company or group who has a payroll arrangement with Alexander Forbes Individual Client Administration.
- If the payroll option is not available in the future, for example if you resign from employment or your employer stops providing this facility, then please contact Alexander Forbes Individual Client Administration to arrange an alternative payment method.
- If you want to stop, increase or decrease your monthly contributions in the future, you must contact Alexander Forbes Individual Client Administration and they will tell you what the requirements are to make a change and how they can process your request.

### 14. We may transfer our rights and obligations

With the approval of the regulator, we have the right to transfer some or all of our rights and obligations under this contract to any person or company, on the terms and conditions we consider appropriate. We do not need to get your consent before any transfer.

#### 15. Updates to these terms and conditions

The details of this document may be updated from time to time. Updated copies will be available either from your financial adviser or our contact centre.

#### 16. Ending this investment

Either party may end this contract by giving the other party written notice. You may instruct us to sell the units and pay the realised amount to you.

We will give you a final statement of account after we have deducted all fees and disbursements you owe to us under this contract.

#### 17. Addresses for notices

You agree that we may deliver documents to you (including any legal processes) at any of the addresses that you gave us on this document. If you change any of your addresses, you must write to let us know and give us the details of your new addresses. If you do not give us your new addresses, we have the right to deliver documents (including any legal processes) at any of the addresses completed on the application form.

# 18. Each provision of these terms and conditions is separate

Each provision in this terms and conditions is separate. If any provision is unenforceable or becomes unenforceable, it will be excluded from these terms and conditions without affecting the remaining provisions.

# 19. Contacting each other

You agree that we can use the phone number(s) and email address that you gave on the application form to communicate with you. If you change these details, you must write to let us know and give us the new details. If you do not give us new details, we have the right to communicate with you based on the details in this application form.

#### 20. Personal information

We will use the personal information you provide on the application form about you or any other person to process your application and the administrator will use the information to administer this investment. We may pass on this information to a third party to provide services that are related to the investment, management and administration of this investment. You have consented to this in the application form.

# 20.1 Investor marketing contact permission

The administrator or other companies in the Alexander Forbes group may market financial products or services to you for your financial well-being. We may do so by email, SMS and phone.

If you no longer wish to receive marketing information from us, let us know by either:

- Email
- Telephone
- Post

These contact details are in the general disclosure notice.

#### 21 You must phone to confirm a fax

If you choose to communicate with us by fax, you must use this fax number: 011 263 1227. You must then phone our contact centre on 0860 66 4444 to confirm that we have received the fax. A receipt of delivery is not enough to prove that we received the fax. (This is because often faxes may be received, but cannot be read because they are of poor quality.) We are not responsible for any losses or damages if you did not phone to confirm that we received the fax. This includes losses or damage caused because we:

- Did not receive a fax
- Received the fax late
- Received an unreadable fax.



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Alexander Forbes, 115 West Street, Sandton, 2196 PO Box 787240. Sandton. 2146

Telephone: 0860 664 444 | Fax: 27 (0)11 263 1227

# GENERAL DISCLOSURE NOTICE TO ALEXANDER FORBES INDIVIDUAL CLIENT ADMINISTRATION (PTY) LTD CLIENTS AS AT 1 JULY 2015 (HEREINAFTER REFERRED TO AS AFICA)

#### MISSION AND COMMITMENT

Alexander Forbes's mission is to be a truly diverse South African company drawing on the depth and breadth of our committed, talented people to deliver pioneering, practical advice in retirement funding, personal financial planning, insurance, healthcare and related services, thereby improving the financial well-being of all the people whose lives we touch.

We strive to deliver Simple and Expert innovative solutions that build long-lasting Relationships founded on the Value of trust – all this in the service of Enriching people's lives by providing them with impactful service. The SERVE model drives the way we at Alexander Forbes do business

As part of Alexander Forbes's commitment to deliver financial services with honesty, fairness, due care and diligence and to meet the requirements of certain disclosures in terms of the Financial Advisory and Intermediary Services (FAIS) Act, we provide the following general disclosures for your information:

#### **Alexander Forbes Head Office Physical Address:**

115 West Street Sandown 2196

# Postal Address:

PO Box 787240 Sandton 2146

#### Alexander Forbes Individual Client Administration (Pty) Ltd (AFICA)

Registration Number 2007/015632/07

Authorised Financial Services Provider (FSP) License Number: 32494

# **Queries and Complaints:**

Client Contact Centre Head Office address (as above) Telephone Number: 0860 664 444

Email address: InvestmentAdmin@aforbes.co.za

# Complaints

Contact Centre

Head Office Address (as above)
Telephone Number: (011) 669 7026
Email address: contactus@aforbes.co.zaa

# **Statutory Compliance Officer Details**

Adv. Laurian Jackson

Telephone Number: (011) 269 0363 Fax Number: (011) 263 2219

Email address: complianceofficer@aforbes.co.za

If any complaint to Alexander Forbes is not resolved to your satisfaction, you may submit your complaint to the relevant Ombud's office. The complaints procedure and form can be obtained by accessing, http://www.alexanderforbes.co.za/ContactUs/Complaints.aspx, otherwise these documents can be obtained from the above client contact centre.

# **DECLARATIONS**

# Legal status and authorisation details

AFICA is authorised to deliver financial services under Category I and Category III. The sub-category details are provided on your Representative Disclosure. A copy of our FSP license certificate and the conditions of the said license is available on request via your advisor.

# Inter-company structure

In the event that there is a potential conflict of interest in any financial advice offered to its clients, Alexander Forbes shall at all times place the interest of its clients before its own. In providing financial services to its clients, certain business may flow to other companies within the wider Alexander Forbes group. Alexander Forbes benefits to the extent that the business is retained within the group. Below is a list of these companies. A full breakdown of all subsidiary companies may be requested from your advisor\*.

# Alexander Forbes Limited group of companies:

Alexander Forbes Financial Services Holdings (Pty) Ltd (subsidiary of Alexander Forbes South Africa Holdings (Pty) Ltd)

Investment Solutions Holdings Ltd\*

Alexander Forbes Group & Technology Services (Pty) Ltd\*

Alexander Forbes Afrinet Investments (Pty) Ltd\*

Alexander Forbes International Ltd (UK)

Alexander Forbes Group Jersey Ltd (Jersey)

# Subsidiaries of Alexander Forbes Financial Services Holdings (Pty) Ltd:

Alexander Forbes Financial Services (Pty) Ltd (FSP No. 1177)

Alexander Forbes Life Ltd FSP No. 1178

Alexander Forbes Health (Pty) Ltd (FSP No. 33471)

Alexander Forbes Retail Holdings (Pty) Ltd

Seniors' Finance (Pty) Ltd is a subsidiary of AFFS\*.

# Subsidiaries of Alexander Forbes Retail Holdings (Pty) Ltd are:

Alexander Forbes Fiduciary Services Ltd

Alexander Forbes Financial Planning Consultants (Pty) Ltd (FSP No. 31753)

Alexander Forbes Individual Client Administration (Pty) Ltd (AFICA) (FSP No. 32494)

#### Subsidiaries of Alexander Forbes Individual Client Administration (Pty) Ltd are:

Alexander Forbes Retail Client Administration (Pty) Ltd

Alexander Forbes Nominees (Pty) Ltd

#### **Duties & obligations**

AFICA's duties and obligations are specified in the clients' services agreement/mandate, or where agreed in writing by the parties. Unless otherwise agreed, AFICA shall provide financial product information on those financial products with which it is familiar and which are adequate and appropriate in the circumstances and shall not be obliged to provide details of every product which might potentially meet that need.

#### Rendering financial services

We warrant that any AFICA employee who provides financial services to clients on any Financial Product complies with the Fit and Proper requirements in terms of the *Financial Advisory and Intermediary Services Act*. AFICA will advise its clients of all instances where financial services will be rendered by a registered Representative under supervision of another registered Representative.

Without in any way limiting and subject to the other provisions of the services agreement/mandate Alexander Forbes accepts responsibility for the lawful actions of our Representatives (as defined in the FAIS Act) in rendering financial services within the course and scope of their employment. Where providing advice in relation to financial products, AFICA is required to analyse its clients' requirements and needs. The financial service provided will be based on the information provided by the client. AFICA will not be held liable for any financial service that was provided in respect of incorrect, inaccurate or incomplete information provided by the client.

AFICA will keep records of verbal and written communication with its clients as pertains to the financial advice rendered to that client and copies thereof will be made available to the client

In terms of the FAIS Act where a client requests to be furnished with advice in terms of a single product or financial need, please note that Alexander Forbes undertakes to provide the client with a needs analysis specific to that product or financial need.

#### Contractual relationships

AFICA has entered into an outsourcing contractual agreement with Alexander Forbes Retail Client Administration (Pty) Ltd. Alexander Forbes Retail Client Administration (Pty) Ltd, registration number 2010/007532/07, is the juristic representative of AFICA.

In terms of the Long-Term Insurance Act (LTIA) and Short-Term Insurance Act (STIA), a binder agreement is an agreement between an insurer and a third party. When a binder agreement is concluded, an insurer mandates a third party (or binder holder) to perform certain functions for and on its behalf at a predetermined fee. AFICA has binder agreements with the following Insurer:

#### **Investment Solutions Limited**

Physical Address: 2nd Floor Alexander Forbes 115 West Street Sandton 2146 Postal Address: PO Box 786055 Sandton 2146 **Telephone number:** 011 505 6000 **Fax number:** 011 263 1227

Email address: priceste@ishltd.co.za

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# Waiver of rights

AFICA may not request or induce in any manner a client to waive any right or benefit conferred on the client or accept or act on any such waiver by the client.

### Potential conflict of interests

In the event that there is a potential conflict of interest in any financial service offered to its clients, AFICA shall at all times place the interest of its clients before its own. In providing financial services to its clients, certain business may flow to other companies within the wider Alexander Forbes group. Alexander Forbes companies benefit to the extent that business is retained within the group. Certain senior individuals, who could include representatives, may receive bonus remuneration which recognises their contribution to the financial success of AFICA or the wider Alexander Forbes group.

The Alexander Forbes Investment Consulting Committee (AFICC) was established to provide strategic direction regarding investment research and investment reviews on behalf of the South African operating divisions. Retail Investment Committee (AFRIC), a sub-committee of AFICC, is responsible for determining and setting investment objectives of the AF branded retail portfolios and to monitor these portfolios. These committees are made up of various representatives from different operational entities within the Alexander Forbes group.

# Gifts and entertainment and conflicts of interest policy

The Group has a Gifts and Entertainment and Conflicts of Interest policy that aims to prevent any situation that could create a perception of conflict with a client's interest or compromise the Company's independence from suppliers. The Conflicts of Interest Management Policy (COIMP) is available on the following link https://www.alexanderforbes.co.za/about-us/Policies.aspx.

# Professional indemnity and fidelity insurance

Alexander Forbes has secured professional indemnity and fidelity insurance for all subsidiaries across the group. Copies of insurance cover can be obtained upon request.

# Anti-money laundering legislation

Alexander Forbes Group is required to comply with all anti-money laundering legislations (e.g. *Financial Intelligence Centre Act* ("FICA"). Where an Alexander Forbes company is an Accountable Institution (in terms of FICA), it will be obliged to record and verify client information in the manner prescribed in the FIC Act. Alexander Forbes Group is also required to report unusual and suspicious financial activities.