

# PRODUCT TERMS, CONDITIONS AND DECLARATION FOR THE VESTED PPS PROFIT-SHARE ACCOUNT



PROFESSIONAL PROVIDENT SOCIETY INVESTMENTS PROPRIETARY LIMITED ("PPS INVESTMENTS")  
CLIENT SERVICE CENTRE CONTACT DETAILS

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## GLOSSARY

<b>Administrator</b>	PPS Investments Proprietary Limited (Reg. no. 2005/029098/07), is a licensed financial services provider FSP Licence No. 39270) and it is the current Administrator of the Vested PPS Profit-Share Account .
<b>Capital Gains Tax (CGT)</b>	A tax which may be paid on profits realised when selling an asset.
<b>Cession</b>	Surrendering your right to the funds in your investment and assigning these to another person or entity.
<b>Collective Investment Scheme</b>	An investment vehicle that pools the money of many investors for an asset manager to invest on their behalf. The combined portfolio is divided into equal portions called "units", which are divided among participating investors based on the value of the contributions they've made to the overall portfolio (also known as a "unit trust" or "fund").
<b>Collective Investment Schemes Control Act (CISCA)</b>	This Act regulates and controls the establishment and administration of collective investment schemes.
<b>Common Reporting Standard (CRS)</b>	The Common Reporting Standard calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis.
<b>Dividend Withholding Tax</b>	Dividends Tax is a tax on shareholders (beneficial owners) when dividends are paid to them, and, under normal circumstances, is withheld from their dividend payment by a withholding agent (either the company paying the dividend or, where a regulated intermediary is involved, such as a collective investment scheme, by the latter) and paid to the South African Revenue Services.
<b>Discretionary Fund Manager</b>	A Discretionary Fund Manager is a FAIS CAT II investment manager that invests on behalf of their clients through a variety of investment options.
<b>Foreign Accounts Tax Compliance Act ("FATCA")</b>	FATCA is a United States (US) initiate legislation aimed at reducing the potential for offshore tax evasion. FATCA requires that financial institutions outside the US Provide the Inland Revenue Service (IRS) with financial account information they hold on US citizens.
<b>Financial Advisory and Intermediary Services Act (FAIS)</b>	This act applies to any advice given in relation to your investment. It also governs any forms of intermediary services between you and PPS Investments.
<b>Financial Intelligence Centre Act (FICA)</b>	This act requires PPS Investments to obtain certain information from you in order for us to verify who you are before we process your investment.
<b>Financial Services Board (FSB)</b>	The regulatory body responsible for the non-banking financial services industry in South Africa.
<b>FSP Licence</b>	A licence that allows an entity to provide a financial product other than a financial instrument, or which gives advice or offers an intermediary service as a regular part of its business.
<b>Income Distributions</b>	The income that is generated by the securities in a unit trust and is then paid to investors. This income is added to each investor's portfolio in proportion to the number of units they hold in the unit trust.
<b>Income Tax</b>	A tax levied by Government on personal income (or on business income) according to prescribed rates.
<b>Income Tax Act (ITA)</b>	Income Tax Act 58 of 1962.
<b>Interest Withholding Tax (IWT)</b>	IWT is a tax charged on interest paid (on or after 1 March 2015) by any person to or for the benefit of a foreign person (which includes individuals, companies, etc.) from a source within South Africa.
<b>Investment Option</b>	Unit trust.
<b>Long-Term Insurance Act (LTIA)</b>	Long Term Insurance Act 52 of 1998 which regulates long-term Insurers in South Africa.
<b>Market Value</b>	The current price at which a financial instrument may be bought or sold.
<b>Minimum Disclosure Document (MDD)</b>	A fact sheet disclosing key information about the Investment Options.
<b>Multi-Managed Investment Options</b>	Investment Options which are managed by several unrelated investment managers .
<b>Net Investment Amount</b>	The Rand amount invested by you in your Investment Account minus the applicable fees and charges.

## GLOSSARY

<b>PPS Investments (PPSI)</b>	Professional Provident Society Investments Proprietary Limited is a licensed financial services provider (License no. 39270).
<b>Phase-in</b>	The process by which a lump sum is split into several different portions for gradual investment (as opposed to a one-off transaction). Investors who phase-in their investment seek to reduce the impact that an unexpected market decline may have on their capital. Thus, a decline shortly after investing would only affect a portion of the total investment capital, as opposed to impacting the overall sum.
<b>Policyholder</b>	The person whose name the Endowment Policy is held.
<b>PPS Insurance</b>	Professional Provident Society Insurance Company Limited, a licensed financial services provider (license no. 1044).
<b>PPSI Secure Online Services</b>	An online portal that allows clients and financial advisers to transact online from anywhere, and at any time (www.ppsisecure.co.za).
<b>PPS Investments Website</b>	An online portal that offers additional information about the PPS Investments range of investment products and funds (www.ppsinvestments.co.za).
<b>SARS</b>	South African Revenue Service.
<b>Single-Manager Investment Options</b>	Refers to Investment Options which are managed by a single investment manager.
<b>Total Expense Ratio (TER)</b>	A measure of the total costs associated with managing and operating a unit trust. Total costs are expressed as a percentage of the total assets under management. The higher the TER percentage, the greater the overall cost to the investor.
<b>Transaction Cost (TC)</b>	The total cost incurred in buying and selling the underlying assets of your Investment Option(s).
<b>Units</b>	Unit trust funds are split into equal portions called units that are allocated to you according to the amount of money you invest and the price of the units on the day you buy them.
<b>Please note:</b>	In this document, the term “we” or “us” or “PPS Investments” could refer to PPS Investments, the Administrator, product providers and suppliers, and/or employees and officers. “You” refers to the investor. Tax Free Investment Account refers to the PPS Tax Free Investment Account and/or OPN Tax Free Investment Account, unless specified otherwise.

## PRODUCT SUITABILITY

As a PPS member, you may share in the profits of PPS through your PPS Profit-Share Account\*. Having accumulated profits over the course of your PPS membership; your PPS Profit-Share Account vests at retirement.

**You can then utilise your accumulated Profits in the Vested PPS Profit-Share Account as part of your retirement strategy.** Your PPS Profit-Share Account moves from pre-retirement to post-retirement without incurring any transaction fees. You gain full control over how the funds are to be invested and can set up regular withdrawals at your chosen frequency to supplement and sustain your other sources of retirement funding.

You will also continue to receive profits from the contributions PPS Investments makes to PPS Insurance for as long as you remain invested with PPS Investments and your Vested PPS Profit-Share Account remains active. All taxes due and payable are levied within your Vested PPS Profit-Share Account. The proceeds of a withdrawal are therefore tax free in your hands and all tax reporting responsibility is removed from you.

\*As part of the PPS Provider™ policy

### 1 The Vested PPS Profit-Share Account

- 1.1 What is the Vested PPS Profit-Share Account?**  
Having accumulated profits over the course of your PPS membership, your PPS Profit Share Account vests at retirement. You gain full control over how these funds are invested and can then utilise your accumulated profits in the Vested PPS Profit-Share Account as part of your retirement strategy.
- 1.2 What do I need to open a Vested PPS Profit-Share Account?**  
The Policyholder must submit an application form in the prescribed format with the required supporting documentation to the Administrator for approval.
- 1.3 When does the Vested PPS Profit Share Account end?**  
If the market value in the Vested PPS Profit-Share Account is zero for a period of two years after a full withdrawal, and you have no other investments with PPS Investments, your Vested PPS Profit-Share Account will be closed.
- 1.4 Who administers the Vested PPS Profit-Share Account?**  
The Vested PPS Profit-Share Account is administered by the Administrator who is licenced by the FSCA in terms of the FAIS Act as a Financial Service Provider financial services provider.
- 1.5 How is the value of my investment within my Vested PPS Profit-Share Account calculated?**  
The value is equivalent to the market value of your Investment Option(s) less any fees and charges. The value of your investment will increase or decrease as the market values of the underlying securities in your chosen Investment Option(s) fluctuate. The Administrator does not provide any guarantees in relation to any investment performance.
- 1.6 Who owns my investment?**  
You are entitled to the payment of a benefit from the Vested PPS Profit-Share Account. However, the long-term insurance company owns all the underlying investments of the policy.
- 1.7 Is my Vested PPS Profit-Share Account protected against creditors?**  
The market value of the Vested PPS Profit-Share Account will be protected against your creditors. In other words, the market value of your Vested PPS Profit-Share Account may not be attached or subjected to execution under a judgement of a court or form part of an insolvent estate.

## 2 CONTRIBUTIONS

- 2.1. What is the initial investment amount?**  
The value of your PPS Profit-Share Account will be transferred to the Vested PPS Profit-Share Account upon specific vesting periods.
- 2.2. When will vesting occur?**  
The PPS Profit-Share Account vests upon retirement, normally at the age of 66. Earlier retirement (i.e. earlier vesting) is also permissible between the ages of 60 and 66 but this will result in the cancellation of your PPS Sickness and Permanent Incapacity Benefit. Members who choose to retain their PPS Sickness and Permanent Incapacity Benefit post the age of 66 have the option to delay the vesting of their PPS Profit-Share Account until they cancel these benefits.
- 2.3. What is the minimum investment period?**  
There is no minimum investment period applicable to your PPS Vested Profit-Share Account.
- 2.4. Are ad-hoc contributions allowed?**  
Ad-hoc contributions into the Vested PPS Profit-Share Account are not permitted. Additional allocations from PPS Insurance may be added periodically (provided that your Vested PPS Profit-Share Account remains active and you remain invested with PPS Investments).
- 2.5. Will I receive Profit allocations after vesting?**  
Yes, you will share in contributions made by PPS Investments to PPS Insurance for as long as the policy remains active and your investments in PPS Investments products (including the Vested PPS Profit-Share Account). Profit-Share allocations are usually allocated in April and May each year. Should vesting not occur at this time, pro-rating of profits will occur. These Profits will be added to your Vested PPS Profit-Share Account.

## 3 INVESTMENT OPTIONS

- 3.1. What are the available Investment Options?**  
You have access to a premium selection of PPS Multi-Manager Investment Options and a refined list of single-manager Investment Options. You may access the Investment Option information via the PPS Investments website ([www.ppsinvestments.co.za](http://www.ppsinvestments.co.za)). These Investment Options may change from time to time.

## 4 SWITCHES

- 4.1. Can I switch between investment options, and how?**  
You can switch between Investment Options as often as you choose without incurring a transaction fee. However, should the asset manager of your chosen Investment Option charge an initial fee for investing into its Investment Options, this fee would be applied to your investment. In other words, you can switch between available Investment Options, subject to the requirements and conditions that the Administrator or asset manager of the relevant Investment Options may apply.
- To switch Investment Options you must complete a Switch Form (available on our website) and submit it with any required supporting documentation to the Administrator.
- 4.2. Can I switch between Original and Select Fund ranges**  
PPS Investments currently offers two ranges of Investment Option(s), namely: the Original Fund Range (available prior to 1 October 2014) and the Select Fund Range (available post to 1 October 2014). Existing investors in the Original Fund Range can continue to access the Investment Option(s) listed in the Original Fund Range Investment Option Schedule. This range is however closed to all new investments. New investments will only be able to invest in the Select Fund Range and the Investment Option(s) are set out in the Select Fund Range Investment Option Schedule. You will not be allowed to combine Investment Option(s) from the Select and the Original Fund Ranges.

## 5 WITHDRAWALS

- 5.1. Can I withdraw funds from the Vested PPS Profit-Share Account?**  
Yes, you may withdraw funds from your Vested PPS Profit-Share Account. You may set up regular withdrawals or make ad-hoc withdrawals as and when you choose to.
- 5.2. How much can I withdraw?**  
You may either make a full withdrawal or partial withdrawal from your Vested PPS Profit-Share Account. If the Rand value of your withdrawal is 95% or more of the value of your investments, we will withdraw 100% of your investment.

## 6 CESSIONS, COOLING OFF, LOANS AND TRANSFERS

- 6.1. Are cessions allowed?**  
No, your Vested PPS Profit-Share Account may not be ceded outright or partially.
- 6.2. Can I transfer my Vested PPS Profit-Share Account to another insurer?**  
No, it is not possible to transfer your Vested PPS Profit-Share Account to another insurer.
- 6.3. Can I take a loan from the Vested PPS Profit-Share Account?**  
You may not borrow from your Vested PPS Profit-Share Account.
- 6.4. Is there a cooling off period?**  
There is no cooling off period applicable to your Vested PPS Profit-Share Account.

## 7 TIMELINES AND ADMINISTRATION

### 7.1 How long will it take for my transaction to be processed?

Subject to the receipt of a valid instruction and supporting documents before the daily cut-off time of **14:00**:

#### 7.1.1 New business/additional contributions

Cut off	Process instruction	Units are purchased	Transaction finalised	Reflects on statement
Day 1 (Before 14:00)	Day 1	Day 2	Day 3 at price of Day 2	Day 4

#### 7.1.2 Internal Switch (switch within the same Management Company)

Cut off	Process instruction	Units are sold	Units are bought	Transaction finalised	Reflects on statement
Day 1 (Before 14:00)	Day 1	Day 2	Day 2	Day 3 at the price of Day 2	Day 4

#### 7.1.3 External Switch (switch between different Management Companies (A&B))

Cut off	Process instruction	A sells the units	Sale of units finalised	Money paid to B	B purchases units	Transaction finalised	Reflects on statement
Day 1 (Before 14:00)	Day 1	Day 2	Day 3 at price of Day 2	Day 4	Day 4	Day 5 at price of day 4	Day 6

#### 7.1.4 Withdrawals

##### Step 1 (Switch transaction)

Cut off	Process instruction	Units are sold	Sale of units finalised	Money from sale switched into clearing account	Step 1 finalised
Day 1 (Before 14:00)	Day 1	Day 2	Day 3 at price of day 2	Day 4	Day 5

##### Step 2 (Withdrawal transaction)

Determine CGT	Withdrawal Processed	Sale of units in clearing account	Transaction finalised	Money available in bank account
Day 5	Day 5	Day 6	Day 7 at price of day 5	Day 8

Please note that certain switches and withdrawals cannot be processed during the period when fees and regular withdrawal payments are being processed. This is to ensure those payments can be made. Please contact us to confirm timing.

### 7.2 Delays in processing instructions

Whilst the Administrator will at all times strive to adhere to the timelines stated, the Administrator accepts no responsibility for delays in processing instructions as a result of extraordinary events.

### 7.3 How are income distributions dealt with?

All income distributions are reinvested automatically.

## 8 REPORTING AND ONLINE ACCESS

### 8.1 Can I transact and view my investments online?

Yes. PPS Investments Secure Online Services allows you to transact online for certain transactions. You may also access information about your investment, instructions we have received for your investment, your investment performance and your investment asset class exposure, among others. Should you not have a Secure Online Services account you may complete the online self-registration process on our website and an online account will be activated for you. You can also use the PPS mobile App to manage your investment, view balances, transact and download tax certificates.

### 8.2 Will I receive confirmation of my transaction?

Confirmation of your transaction will be sent to you once your investment has been processed. Statements will be sent to you at regular intervals, not exceeding three months. Copies of statements are available to you on request from the PPS Investments Client Service Centre on 0860 468 777 (0860 INV PPS). Alternatively, you can register to view them on PPS Secure Online Services, accessible from our website.

### 8.3 Will my financial adviser receive confirmation of my transaction?

If you have appointed a financial adviser, the Administrator will send your investment confirmation document to the financial adviser listed in the financial adviser details section of the Tax Free Investment Account application form. All documentation in relation to your Tax Free Investment Account will be made available to your appointed financial adviser on their request.

## 9 TAX AND MY VESTED PPS PROFIT-SHARE ACCOUNT

### 9.1 Will I pay tax within my Vested PPS Profit-Share Account?

Under current legislation, most taxable income within your Vested PPS Profit-Share Account (interest, net rental income and foreign dividends) is taxed at 30% (thirty percent) for individuals, while local dividends are taxed at 20% (twenty percent) and realised capital gains at 12% (twelve percent). All taxes due and payable are paid by PPS Insurance and recovered by the Administrator from your Vested PPS Profit-Share Account. The capital gains tax is recouped from your gross investment amount and the net proceeds from the withdrawal are therefore tax-free in your hands and all tax reporting responsibilities are removed from you the Policyholder. Individual Policyholders who invested in the Vested PPS Profit-Share Account do not qualify for exemption from or reduction in Dividend Withholding Tax or Interest Withholding Tax.

## 10 FEES

### 10.1 What fees are applicable to my investment?

Three types of fees are charged:

- **Financial advice fees:** If you have appointed a financial adviser you may have agreed to initial and/or annual fees (as indicated on the application form or amendment form). Initial fees are deducted from the investment amount prior to investment. Annual fees are deducted through the sale of units in your Investment Option(s) and paid to your adviser monthly in arrears. The fee is calculated and accrued daily.
- **Administration fees:** These are payable for administration services provided by the Administrator. No initial administration or transaction fees are charged. Annual fees are deducted through the sale of units in your Investment Option(s) and paid monthly in arrears. The PPS Investments client-based charging model reduces ongoing administration fees based on the total amount of assets you have invested with them (across all the products you have invested in).
- **Asset management fees:** Initial fees and the annual asset management fees on the underlying Investment Option(s) selected will be charged by each management company. There are also other allowable expenses associated with an Investment Option. These fees and charges are deducted within the unit trust and are therefore not deducted in units, and are instead accounted for in the published performance of the Investment Option.

These fees are indicated on the relevant Minimum Disclosure Document available on our website.

All fees are paid by a proportional disinvestment from each Investment Option or a specific Investment Option, depending on the instruction you have given on your application or transaction form. Fees and charges may change from time to time and you will be notified of such a changes.

### 10.2 What is the maximum annual administration fee if I am invested in the Original Fund Range?

The maximum annual administration fee is 0.70% per annum (excluding VAT).

### 10.3 How is my annual administration fee calculated if I am invested in the Original Fund Range?

The PPS Investments client-based charging model reduces ongoing administration fees based on the total amount of assets you have invested across all products. It is calculated on the daily market value of the investment portfolio and will be charged and paid monthly in arrears. This fee will be charged at the level of your Investment Option(s) and will be reduced in accordance with the sliding scale below:

Value of total investments	Administration Fees (excluding VAT)
Up to the first R500 000	0.70%
From R500 001 to R1 500 000	0.50%
From R1 500 000 to R2 500 000	0.45%
From R2 500 000	0.40%

Investments in the PPS Enhanced Yield Fund and Coronation Money Market Fund are excluded from the investment amount when applying the above sliding scale. An annual platform administration charge of 0.40% (excluding VAT) is charged on investments in the PPS Enhanced Yield Fund and 0.47% (excluding VAT) is charged on investments in the Coronation Money Market Fund.

Please refer to the Original Fund Range Investment Option schedule available on our website for more information.

### 10.4 What is the maximum annual administration fee if I am invested in the Select Fund Range?

The maximum annual administrative fee is 0.50% per annum (excluding VAT).

### 10.5 How is my annual administration fee calculated if I am invested in the Select Fund Range?

It is calculated on the daily market value of the investment portfolio and will be charged and paid monthly in arrears. This fee will be charged at the level of your Investment Option(s) and will be reduced according to the sliding scale below:

Value of total investments	Administration Fees (excluding VAT)
Up to the first R1 500 000	0.50%
From R1 500 001 to R5 000 000	0.20%
From R5 000 000	0.10%

Investments in the PPS Enhanced Yield Fund and Allan Gray Money Market Fund are excluded from the investment amount when applying the above sliding scale. An annual platform administration charge of 0.40% (excluding VAT) is charged on investments in the PPS Enhanced Yield Fund and Allan Gray Money Market Fund.

Please refer to the Select Fund Range Investment Option schedule available on our website in order to find out more.

- 10.6 What fees are applicable should I select the PPS Discretionary Fund Management Investment Option?**  
A Discretionary Fund Management Fee applies to selected Investment Options. The fee charged is in-line with the discretionary mandate signed.

## 11 DEATH CLAIMS

### 11.1 What happens to the proceeds of my Vested PPS Profit-Share Account in the event of my death?

The amount available in your Vested PPS Profit-Share Account (after all fees and charges have been deducted) will be paid according to your beneficiary nomination.

The Administrator must be notified of your death as soon as possible and the following documentation must be submitted:

- Death certificate
- Letter of executorship

## 12 UNCLAIMED BENEFITS

### 12.1 What happens to unclaimed benefits?

If the Administrator is unsuccessful in its efforts to make a payment that is due to an investor or their estate for whatever reason, such benefits will become unclaimed benefits and will be dealt with in accordance with the Association for Savings and Investment South Africa (ASISA) Standard on Unclaimed Assets.

The Administrator may use all personal and contact information provided in order to facilitate tracing directly or via a third party in respect of any unclaimed benefits.

Any direct administrative, tracing and management costs incurred by the Administrator after a period of six months from the date on which the benefits first became due will be charged against the remaining value of the unclaimed benefits once successfully traced.

The Administrator will cease all attempts to trace the investor if the remaining value of the unclaimed benefits is less than the minimum value prescribed by ASISA from time to time (R1 000 as at 1 June 2013) and the costs of tracing exceed the benefits of tracing.

## 13 YOUR ROLE

Notwithstanding the information shared above, there are some additional rights and responsibilities to take note of:

### 13.1 We recommend that you seek financial advice.

**We always recommend seeking financial advice when making investment decisions. A financial adviser should be able to help you make investment choices that are suited to your needs and circumstances.** They should also help you ensure that you are fully informed of all fees you need to pay. If you do not have a financial adviser, the responsibility lies with you, as the investor, to make sure all fees payable are understood.

The financial adviser is responsible for ensuring that you receive an appropriate needs analysis, advice, product and fee information, including changes in administrative processes of the Administrator, and fully understand these. Where you have appointed a financial adviser, it is the responsibility of your financial adviser to act within the conditions of the relevant FSP licence. We cannot be held responsible or liable for any loss or damage you may incur as a result of the financial adviser acting outside the licence conditions.

### 13.2 The risk and responsibility to choose an appropriate investment lie with you.

**We have indicated who the product is best suited to in the suitability section of this document.** The information provided to you by PPS Investments, whether written, oral or implied, does not constitute advice or a recommendation to enter into any of the PPS Investments products.

All information and explanations relating to these Product Terms, Conditions and Declarations are not to be considered advice or a recommendation to enter into any transaction. Information that we share about our offerings is not an endorsement and the risk and responsibility for the selection of your Investment Option(s) lie with you.

We do not provide any guarantees in relation to any investment performance. The value of the investment portfolio will fluctuate relative to the market values of the underlying securities comprising the selected investment portfolio. Investment Options are generally medium-to long-term investments. The value of the units may go down as well as up and past performance is not necessarily a guide to future performance.

### 13.3 Any risks associated with the communication method you choose to submit instructions lie with you.

We will accept your instruction by facsimile or email. We will not accept any loss incurred as a result of us receiving and/or acting upon such communication. You waive any claim that you may have against us as you hold the risk of the communication method you have selected. We will not be liable if we do not receive a communication whether due to the failure, malfunction or delay of any networks or electronic or mechanical device or otherwise.

### 13.4 You are entitled to the information a collective investment scheme is legally obliged to disclose.

As the investor, you are entitled to any information that the law requires a collective investment scheme to disclose. We are obliged to obtain and transmit such information if the investor requests it.

### 13.5 Reporting of errors

You have 14 days after receipt of investment confirmation or any statement to report any errors to the Administrator. The Administrator will not accept any responsibility for any loss, damages or inconvenience you incur, howsoever caused after this time. You are responsible to ensure your personal information on our system is correct

### 13.6 You are responsible to ensure your personal information on our system is correct

As an investor, it is your responsibility to ensure that your personal and contact particulars, as reflected on the latest Investment Summary issued by the Administrator, are correct. If this is not the case, or in the event that your personal and/or contact particulars change, it is your responsibility to inform us timeously in writing of the new details. We will not accept any responsibility for any loss, damages or inconvenience you incur, howsoever caused, as a direct or an indirect result of incorrect personal and/or contact particulars.



## 14 THE ROLE OF THE ADMINISTRATOR

- 14.1 We are authorised to invest your net investment amount and reinvest all income distributions.**  
You hereby authorise us to invest your net investment amount into your chosen Investment Option(s). All income arising from the Investment Option(s) from time to time (which will be regarded as forming part of your selected products) will be reinvested.
- 14.2 Investments are made subject to the provisions of CISCA (where applicable).**  
Investments in the selected Investment Option(s) are made and will be administered subject to the provisions of CISCA, in accordance with the deeds of such a collective investment scheme and subject to each management company's fee structure as amended from time to time.
- 14.3 We are authorised to verify your information.**  
You hereby consent to us making enquiries of any nature, if necessary, to verify the information disclosed in the application form. You also consent to us obtaining any other information concerning you from any source whatsoever to process your application.
- 14.4 We will not be held liable to investors or third parties for losses sustained.**  
Provided that we exercise reasonable care and diligence in the management of your Investment Option(s) we will not be liable to you or a third party for any loss you may have sustained in terms of your Investment Option(s). Specifically, we cannot be held responsible for any acts or errors of commission or omission by third parties, or the timing standards, practices or procedures of third parties.
- 14.5 We may amend terms and conditions from time to time.**  
We may amend the terms and conditions of any of our products provided that those changes don't negatively affect any associated right or benefit that you may have accrued. We will give appropriate and reasonable notice of the proposed changes.
- 14.6 We may change relevant Investment Options.**  
We are entitled to change, at our discretion and with appropriate notice, any of the relevant Investment Options offered from time to time. You will be asked for switch instructions should an Investment Option be removed from the PPS Investments offering. In the absence of any instruction from you within the required time period, we will effect a switch to a similar fund, where available.

## 15 THE AGREEMENT

By signing the application form, you acknowledge and confirm the following:

- 15.1** I have read and understood the Product Terms, Conditions and Declarations.
- 15.2** I have read and understood the Minimum Disclosure Documents (MDDs) of the chosen Investment Option(s). This includes, but is not limited to, the Total Expense Ratio (TER) and Transaction Cost (TC) applicable to my investment. The MDDs are available on the PPS Investments website.
- 15.3** I am the beneficial owner of the contribution(s) made to the Tax Free Investment Account. I am duly and validly authorised to invest the contribution amount with PPS Investments and confirm that all monies deposited into the applicable bank account in respect of my Tax Free Investment Account were obtained from legitimate sources.
- 15.4** In making and maintaining such investment, I have complied and will continue to comply with all relevant legislation, including, but not limited to, FICA, the Income Tax Act and Foreign Account Tax Compliance Act (FATCA), the Organisation for Economic Co-operation and Development ("OECD") and Common Reporting Standards ("CRS"). I confirm that, in the event that I am acting on behalf of a policyholder, I am duly authorised to conclude this transaction on behalf of the investor.
- 15.5** I also certify that the information provided in terms of FATCA, OECD and CRS are correct and that unless stated otherwise, I am not a tax resident of the United States of America.
- 15.6** I agree that PPS Investments may, upon receipt of my application form, request me to submit such further documents and information as PPS Investments may, in its sole discretion, require in order to meet their obligations in terms of the Financial Intelligence Centre Act. This will include, but may not necessarily be limited to, source of funds or source of wealth.
- 15.6** All the statements given in the application form and in all documents which have been or will be signed by me in connection with the application, whether in my handwriting or not, are true and correct. These statements will form the basis of the investment with PPS Investments.
- 15.7** I authorise PPS Investments and its assignees to disclose any information within PPS Investments, the product provider or supplier's holding companies, subsidiaries, affiliates, Profmed or to other persons, provided that such disclosure is deemed necessary to properly manage or service my investment.
- 15.8** I understand and agree to be bound by the provisions of the application form. If on the date of signature of the application form an updated application form exists and fees and Product Terms, Conditions and Declarations differ, the updated application form, fees and Product Terms, Conditions and Declarations will apply.
- 15.9** I understand and agree that the application, together with my investment confirmation and Product Terms, Conditions and Declarations as well as any other related documents provided by me and accepted by PPS Investments, will govern the legal relationship between myself and PPS Investments.
- 15.10** I understand that PPS Investments, its subsidiaries and affiliates collects and processes my personal information, as defined in the Protection of Personal Information Act of 2013 ('POPI'), for purposes of opening and administering my financial products. I hereby consent to PPS Investments, its subsidiaries and affiliates processing my personal information.
- 15.11** I agree that my personal information may be verified for security purposes and consent to PPS Investments its subsidiaries and affiliates sharing my personal information with such third-party service providers for the purposes of storing and maintaining my personal information as may be required.

PPS Investments has its own internal complaints resolution systems and procedures. You can obtain a copy of our complaints policy via the PPS Investments website.

**Compliance department**

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PPS House  
Boundary Terraces  
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Newlands  
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Tel: 0860 468 777 (086 INV PPS)  
Fax: 021 680 3680  
Website: [www.ppsinvestments.co.za](http://www.ppsinvestments.co.za)  
Email: [compliance@ppsinvestments.co.za](mailto:compliance@ppsinvestments.co.za)

Please do not hesitate to contact us if you are not satisfied with this investment or the services from PPS Investments. A complaint must be submitted to the Compliance Officer. The contact address of the Compliance Officer is the same as the address above. PPS Investments will acknowledge the complaint in writing and will inform you of the contact details of the person addressing your complaint.

**The Ombud for Financial Services Providers**

If you are not satisfied with the response from PPS Investments, you have the right to address your complaint in writing to the Ombud for Financial Services Providers. If you have a complaint about the advice given by your financial adviser, you have the right to address your complaint in writing to the Ombud for Financial Services Providers.

The Ombud for Financial Services  
Sussex Office Park  
Ground Floor, Block B  
473 Lynnwood Road  
Cnr Lynnwood Road & Sussex Ave,  
Lynnwood,  
0081

PO Box 74571  
Lynnwood Ridge  
0040

Telephone: +27 12 762 5000 / +27 12 470 9080  
Facsimile: +27 86 764 1422 / +27 12 348 3447  
E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

The Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

PPS Investments (Pty) Ltd, PPS Multi-Managers (Pty) Ltd, PPS Investment Administrators (Pty) Ltd and PPS Insurance Company Ltd are licensed financial services providers. Coronation Life Assurance Company Limited is registered in terms of the Long-Term Insurance Act 53 of 1998 to carry on long-term insurance business. PPS Management Company (Pty) Ltd (RF) is a licensed collective investment scheme manager.

PPS House, Boundary Terraces, 1 Mariendahl Lane, Newlands 7700  
Website: [www.ppsinvestments.co.za](http://www.ppsinvestments.co.za) Email: [clientservices@ppsinvestments.co.za](mailto:clientservices@ppsinvestments.co.za)