# TERMS AND CONDITIONS FOR FAMILY NETWORK



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#### **GLOSSARY**

**Child** A biological or legally adopted child of the Core Investor and/or their Spouse.

**Core Investor**A PPS or OPN investor who wishes to create a Family Network with his/her Spouse(s), Parent(s)-in-Law and/or Child(ren) as defined below; to benefit from the combination of their assets under management when calculating their platform

administration fee percentage.

**Spouse** A person with whom the Core Investor is married at the date of application for Family Network connection.

A "Marriage" for the purpose of Family Network shall be restricted to the following relationships:

A Civil Marriage concluded and duly registered in terms of the Marriage Act of 1961;

 A Customary Marriage concluded and duly registered in terms of the Customary Marriages Act of 1998; or

 A Civil Union, in the form of either a marriage or civil partnership, concluded and duly registered in terms of the Civil Union Act of 2006;

and for which a valid marriage certificate or court order can be produced.

A "Life Partner" shall mean a person with whom the Core Investor has entered into a written domestic or cohabitation agreement and where such domestic or cohabitation agreement can be produced. The same rules will apply to a Life Partner as to a spouse for the purposes of Family Network, unless stated otherwise.

**Family market value**The sum of all assets owned by investors, on the PPS Investments platform, connected to a relevant Family Network.

Family Network The group of investors who form part of the Family Network and who connected to benefit from a possible reduced Family

Administration fee.

**Investor market value** The value of all assets owned by an investor on the PPS Investments platform.

**Parent** A biological or adoptive parent of the Core Investor.

**Parent-in-Law** A biological or adoptive parent of the Spouse<sup>1</sup>.

PPS Group: The "PPS Group" shall include PPS Holdings Trust, PPS Insurance Company Limited, PPS Investments (Pty) Ltd, Professional

Medical Scheme Administrators (Pty) Ltd, PPS Insurance Company Limited (Namibia), PPS Marketing Services (Pty) Ltd, PPS Black Economic Empowerment SPV (Pty) Ltd, PPS Multi Manager (Pty) Ltd, PPS Management Company (Pty) Ltd (RF), PPS Property Fund Trust, PPS Retirement Annuity Fund, Profined, PPS Beneficiaries Trust, PPS Preservation Fund, PPS Preservation Pension

Fund, PPS Personal Pension Retirement Annuity Fund or their successor in title.

By submitting a request to connect a Family Network on the PPS Investments' investment platform you are agreeing to the following terms and conditions relating to the Family Network offering:

#### 1 RULES ON CONNECTING

- **1.1** A Core Investor may create a Family Network by connecting their family members who hold PPS and/or OPN Investment products on the PPS Investments investment platform. The Core Investor may connect the following family members:
  - The Spouse(s) of the Core Investor;
  - The Child(ren) of the Core Investor and/or Spouse(s);
  - The Parent(s) of the Core Investor; and/or
  - The Parent(s)-in-Law of the Core Investor.
- **1.2** Only natural persons can connect to a Family Network.
- PPS Investments may request additional proof of relationship to a Spouse, Life Partner, Parent(s), Parent(s)-in-Law and/or Child(ren) at any stage. PPS Investments also holds the right to reject Family Network applications and to remove investors from a Family Network in future, should sufficient proof of the relationship not be provided upon request.

<sup>1</sup>A maximum of two Parents-in-Law may be connected to a Core Investor.

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- 1.4 All PPS or OPN investment products held by investors in the Family Network shall be eligible to receive the Family administration fee offering in respect of the administration fee charged within their individual PPS or OPN Investment products.
- 1.5 Investors who wish to form part of a Family Network must be invested solely in the PPS Investments Select Fund Range and may only elect Investment Options from the Select Fund Range. Where assets are held in the PPS Investments Original Fund Range, they will automatically be switched to the Select Fund Range upon application for Family Network connection.
- **1.6** Investors may not be connected to more than one Family Network at one time.

#### 2 RULES ON APPLICABLE PRODUCTS AND FUNDS

- **2.1** For the Core Investor to create and maintain a Family Network, they need to have at least R2000 invested, at all times, on the PPS Investments platform or have an active debit order.
- 2.2 Funds with fixed administration fees are excluded in calculation of the Family administration fee.

### 3 REMOVING AN INVESTOR FROM THE NETWORK

**3.1** Upon the death of the Core Investor the Family Network will remain active for a period of six (6) months from the date that PPS Investments is notified of the Core Investor's death.

Thereafter the Family Network will be disconnected. Family Network investors who have been disconnected following a Core Investor's death may elect to create a new Family Network after the expiry of the six month notification period.

**3.2** Upon the death of the/a Spouse the Family Network will remain active for a period of six months from the date that PPS Investments is notified of the Spouse's death.

Thereafter Family Network investors who have been connected via the Spouse will be disconnected from the Family Network and may elect to create a new Family Network after the expiry of the six month notification period.

- 3.3 Upon death of an investor who is not the Core Investor or Spouse(s) in the Family Network, the Family Network will remain in place. The Family administration fee may be affected depending on the new market value of the investors still connected to the Family Network.
- Any investor within the Family Network may elect at any time to be removed from the Family Network. The administration fee may be affected depending on the new market value of the investors still connected to the Family Network.
- 3.5 The Core Investor may elect at any time to remove an investor from their Family Network. The administration fee may be affected depending on the new market value of the investors still connected for the Family Network.
- 3.6 Should a Core Investor not meet the minimum investment requirement of R2000 on the PPS Investments Platform or have an active debit order, the Family Network will be disconnected. Family Network investors who have been disconnected following a Core Investor's withdrawal or transfer may elect to create a new Family Network thereafter.
- 3.7 In the event that the Core Investor is unable to provide adequate proof of relationship, upon request by PPS Investments, for any investor connected to the Family Network, PPS Investments may at its sole discretion, disconnect the investor from the Family Network.

# 4 LIMITATION OF LIABILITY

- 4.1 The Family network is based on all the PPS Investment products and participating investors within the Family Network. As such, PPS Investments or its subsidiaries or affiliates shall not be held liable in any circumstances where any investor within the Family Network:
  - elects to disconnect from the Family Network; or
  - is disconnected by the Core Investor from the Family Network; or
  - is disconnected upon the death of any investor within the Family Network;

and as a result of such disconnecting or death of any investor, the remaining investors within the Family Network incur such additional administrative charges to their administration fee.

- 4.2 PPS Investments shall not be held liable in any circumstances where the Core Investor or any other investor of the Family Network are not able to submit such required documentation to PPS Investments to establish the eligibility criteria of any prospective investor of a Family Network and as such the investor is unable to connect to the Core Investor's Family Network.
- **4.3** Furthermore, PPS Investments reserves their right to amend the above product rules at their sole discretion and shall communicate any changes to the investors within the Family Network. PPS Investments shall incur no liability in circumstances where such changes to any product rules results in any investor being disconnected from the Family Network and incurring such additional platform administration fees.
- The Core Investor acknowledges that PPS Investments may retrospectively re-claim any administration fees, which PPS Investments would have been entitled to, should the Core Investor be unable to provide adequate proof of relationship, as explained in sections 1.3 and 3.7.
- In the event that PPS Investments has established a reasonable suspicion of any conduct in contravention of the Rules contained herein, PPS Investments may at its sole discretion institute any action under any applicable law, in protecting its rights. This may include, but not necessarily be limited to, the following remedial action to claim any losses in administration fees, expenses or otherwise, damages, legal costs and/or operational profits. Failure by PPS Investments to exercise any right or remedy under law or otherwise, or delay in exercising such right or remedy, shall not result in a waiver thereof.

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## 5 YOUR PERSONAL INFORMATION

PPS Investments respects your right to privacy and confidentiality and consequently undertakes not to sell or exchange your personal information with any third party outside of the PPS Group or its Strategic Partners and shall only do so with your express consent.

In order for you to participate in the Family Network and receive the benefit of the consolidation of assets in administration fee calculation, you are required to give us consent to disclose certain personal information to the other investors within your Family Network, such as your name, address and/or email address, the current total Family market value of the Family Network which will be disclosed for purposes of completing the Family Network connecting application process and calculating the administration fee offering.

By agreeing to connect to the Family Network you expressly consent to the following:

- 5.1 You authorise PPS Investments to disclose your personal information to other investors within your Family Network; and
- 5.2 You further authorise the PPS Group and its Strategic Partners to process your personal information as may be required for purposes of providing the Family Network to you and other investors.

PPS Investments (Pty) Ltd, PPS Multi-Managers (Pty) Ltd, PPS Investment Administrators (Pty) Ltd and PPS Insurance Company Ltd are licensed financial services providers. PPS Nominees (Pty) Ltd is an independent nominee company approved by the Financial Sector Conduct Authority. Coronation Life Assurance Company Limited is registered in terms of the Long-Term Insurance Act 52 of 1998 to carry on long-term insurance business. PPS Management Company (Pty) Ltd (RF) is a licensed collective investment scheme manager.

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