



FINANCIAL SERVICES PROVIDER (FSP) CONTRACT WITH PPS INVESTMENTS GROUP

I hereby apply to enter into a contract with PPS Investments Group as a FSP who may represent investors in the products offered by PPS Investments Group, as amended by PPS Investments Group from time to time. I acknowledge that my contract with PPS Investments Group will be based on the information provided and my acceptance of the Terms and Conditions set out in this contract. All references to the singular include the plural.

1. Contact person for outstanding requirements

Name and surname

Telephone number

Email

Capacity

2. Financial Service Provider details

The full list of supporting documents that need to be submitted for FICA verification purposes can be found in Annexure A of this contract.

Registered name

Trading name

Registration number

Income tax number

VAT number

FSP license number

3. Type of entity

Sole Proprietor

Company

Close Corporation

Partnership

Trust

Public company

Other

4. Contact details

Registered physical address of entity

Postal code

Postal address (if same as above, please tick this box)

Postal code

initial

initial

Telephone number

Fax number

Email (for FSP VAT invoices and commission statements)

5. FSP banking details

We make payments electronically to a South African bank account in the name of the FSP. We do not make payments to credit cards, market linked accounts, third party bank accounts or by cheque.

We require proof of the bank account details below e.g. a bank statement not older than three months old clearly showing the name of the FSP and the banks logo.

Registered account name

Name of bank

Account number

Branch name

Branch code

Account number

Type of account

Current

Transmission

Savings

Signature of authorised person*

Title

Initials

Surname

Capacity of authorised person

For entities other than a sole proprietor we require proof of authorised signatories, e.g. Board resolution for Companies, Letter from bank for Partnerships or resolution from trustees.

6. List of Representatives and Key Individuals of the FSPs

*If you have more representatives please print another copy of page 3.

Note: A copy of ID is required for all representatives and key individuals listed below.

Title

First name(s)

Preferred name

Surname

ID number (passport number if foreign national)

Code required

Yes

No

Contact number

Email (for personal communication)

Email (for administration communication)

Capacity in which financial adviser represent the FSP:

Key individual

Representative



Title First name(s)
Preferred name Surname
ID number (passport number if foreign national)
Code required Yes No
Contact number
Email (for personal communication)
Email (for administration communication)
Capacity in which financial adviser represent the FSP: Key individual Representative

Title First name(s)
Preferred name Surname
ID number (passport number if foreign national)
Code required Yes No
Contact number
Email (for personal communication)
Email (for administration communication)
Capacity in which financial adviser represent the FSP: Key individual Representative

Title First name(s)
Preferred name Surname
ID number (passport number if foreign national)
Code required Yes No
Contact number
Email (for personal communication)
Email (for administration communication)
Capacity in which financial adviser represent the FSP: Key individual Representative



Terms and Conditions

*All references to the singular include the plural.

1. Definitions

Business Day - means any day other than a Saturday, Sunday or South African public holiday. In this contract, day and business day have the same meaning.

Effective Date - means the date that your contract with PPS Investments Group has been approved.

FAIS Act - means the Financial Advisory and Intermediary Services Act, 37 of 2002.

FICA - means the Financial Intelligence Centre Act, 38 of 2001.

Financial adviser code(s) - means the code given to each Representative of the FSP by PPS Investments Group.

FSCA - means the Financial Sector Conduct Authority of South Africa.

FSP - means an authorised Financial Services Provider as defined in the FAIS Act.

Investments - means investments made into the selected products.

Investor(s) - means any person (natural or juristic) who is identified as the applicant investor on an application, and to whom the FSP provides a financial service as defined in the FAIS Act.

Investment Option(s) - means all investment vehicles offered through a collective investment scheme, share portfolios and any other investment vehicles made available by PPS Investments Group from time to time.

PPS Investments Group - means Professional Provident Society Management Company Proprietary Limited (RF), Professional Provident Society Investments Proprietary Limited ("PPSI") and Professional Provident Society Investment Administrators Proprietary Limited ("PPSIA").

PPS Investments Group code - means the code that has been given to the FSP by PPS Investments Group.

Products - means Investment Option(s) offered through Professional Provident Society Management Company Proprietary Limited (RF); pre and post retirement and life products offered by PPS Investments Group (PPS and OPN suite); and any products that PPS Investments Group develops, promotes, markets or offers from time to time.

Representative(s) - means a representative as defined in the FAIS Act.

Standard Transaction Forms - means the standard application and maintenance forms available on the PPS Investments Group public and secure website.

Terms and Conditions - means the terms and conditions contained in this document which form the basis of and regulate the relationship between PPS Investments Group and the FSP.



2. Effective date and contractual relationship

2.1 Responsibilities of PPS Investment Group

- 2.1.1 PPS Investments Group will provide you and your authorised Representatives, where applicable, with the relevant financial adviser code assigned to you by PPS Investments Group.
- 2.1.2 We will notify you once we have processed an instruction from an Investor to terminate their relationship with you (i.e. terminated your fees).
- 2.1.3 PPS Investments Group may provide you with information on the products (excluding any unregistered products), and supplement this information when changes are made to the products.
- 2.1.4 PPS Investments Group reserves the right in its sole discretion to report to and liaise with any investor should the need arise.

2.2 Responsibilities of FSP

- 2.2.1 You hereby acknowledge that the contractual relationship between you and PPS Investments Group is one of independent contractor. You are not being appointed, and may not hold yourself out to be or in any way act, as an agent, Representative or employee of PPS Investments Group. You acknowledge that no partnership, agency or contract of employment has or will come about through your contract with PPS Investments Group or on account of the payment of fees to you. Fees are agreed between you and the investor directly.
- 2.2.2 It is your responsibility to evaluate and ensure that all your employees and / or Representatives involved in the provision of a financial service act in accordance with and subject to industry standards and applicable legislation, including but not limited ensuring your employees and / or Representatives keep up to date with developments and changes in the financial services industry and conducting regular credit checks via a credit bureau on your employees and / or Representatives.
- 2.2.3 You have no authority to accept money from investors on behalf of PPS Investments Group, or issue receipts to Investors in the name of PPS Investments Group, and no money in whatever form that an investor pays to you will be regarded as payment made to PPS Investments Group.
- 2.2.4 You are solely responsible and legally accountable for any information and / or advice provided to an investor or potential investor. PPS Investments Group shall not be responsible or held liable for any advice provided by you to an investor. Any advice related complaint addressed to PPS Investments Group will be directed to you.
- 2.2.5 You are the primary accountable institution in terms of the Financial Intelligence Centre Act 38 of 2001 (FICA) and confirm that you will verify the identities and addresses of investors according to the requirements as set out in FICA and will keep record of the verification documents as required in terms of FICA and PPS Investment Group as the secondary accountable institution may rely on your identification and verification process.
- 2.2.6 You will make copies of these documents available to PPS Investments Group on request.

3. Licensing requirements

- 3.1 By signing this contract you warrant and guarantee that you and your Representatives have, and will maintain on an ongoing basis, all the necessary approvals, licences, registrations and / or authorisations as required by the FSCA under the FAIS Act to conduct the business contemplated under this contract.
- 3.2 If any changes occur regarding your license conditions, approved products and categories or if any changes occur regarding your authorised Representatives (e.g. their fit and proper status, debarment, etc.) and authorised signatories, you agree to immediately inform PPS Investments Group in writing of such changes.
- 3.3 If you are a Representative of another FSP, in addition to holding an FSP license in your own right, you are obliged to disclose this fact to PPS Investments Group. By signing this contract you acknowledge and agree that PPS Investments Group may disclose this fact if requested to do so.

4. Submission of instructions

- 4.1 PPS Investments Group reserves the right to accept facsimile or electronic instructions. If you fax and / or electronically submit an instruction form to PPS Investments Group (in the format prescribed and / or approved by PPS Investments Group), it is your responsibility to ensure that the instruction form has been received and acted upon by PPS Investments Group. A faxed transmission report / receipt will not be regarded as proof that PPS Investments Group received the form. PPS Investments Group shall not be held liable for forms that were not received whether faxed and / or electronically submitted.
- 4.2 The FSP shall ensure that all instructions submitted to PPS Investments Group are duly and correctly completed and signed by the investor together with all relevant supporting documents.
- 4.3 PPS Investments Group shall notify the FSP within reasonable time of any issue that requires clarification or if further information is required.
- 4.4 The FSP shall ensure that, where an application is completed on behalf of a legal entity, a resolution from the legal entity and a letter of authority for the signatories is attached to the application, as well as any further documents which may be required. PPS Investments Group shall not be liable or responsible in the event of the signatory to the application not being duly authorised.
- 4.5 All payments for new investments will be paid to the relevant product bank account as indicated on the application form or confirmed by PPS Investments Group. Where electronic payments are made the FSP will provide PPS Investments Group with a copy of the proof of deposit.
- 4.6 All instructions submitted to PPS Investments Group must be submitted on the relevant standard transaction forms that are available on the PPS Investment Group secure website or from PPS Investments Group. PPS Investments Group require a complete instruction form, supporting documents and the money (where relevant) must reflect in the relevant product bank account before an investment will be actioned

5. Confidentiality

- 5.1 You may not, during or after this contract terminates, except in the proper course of your duties or if required by law, disclose any trade or business secrets or any information concerning the business or finances of PPS Investments Group to any third party. This includes, but is not limited, to any dealings, transactions, investor names or business practices of PPS Investments Group or any person with whom PPS Investments Group has business dealings.



- 5.2 By signing this contract you agree that in terms of PPS Investments Group agreement with third party fund providers, PPS Investments Group can provide such third party fund providers with monthly and total assets under management per product per FSP without obtaining your prior consent. All information will be treated as confidential and no investor information will be provided.

6. Intellectual property

- 6.1 All promotional and marketing material / documents provided to you by PPS Investments Group remains the property of PPS Investments Group and are merely supplied to you to assist you in fulfilling your obligations and duties under this contract. All copyright, trademark and ownership rights of the material / documents remain vested in PPS Investments Group.
- 6.2 You may not use, publish or circulate any printed or written matter concerning PPS Investments Group including, but not limited to, the use of PPS Investments Group name, trademarks, and / or logo for any reason, except where specifically authorised by PPS Investments Group in writing. You should not assume, without first receiving written confirmation from PPS Investments Group, that any promotional material older than 60 days is current and relevant. Up to date information about PPS Investments Group may be obtained from www.ppsinvestments.co.za or by contacting PPS Investments Group directly.
- 6.3 PPS Investments Group will not be responsible for any information about PPS Investments Group that has not been obtained directly from PPS Investments Group or from the PPS Investments Group website.
- 6.4 PPS Investments Group will make available to the FSP marketing material on the selected products as PPS Investments Group may have available from time to time.

7. PPS Investments website

- 7.1 Use of the PPS Investments Group secure website found at <https://www.ppsisecure.co.za> will be subject to the Online Terms and Conditions applicable at the time.
- 7.2 When your contract terminates, for any reason whatsoever, access to the PPS Investments Group secure website will automatically be terminated.

8. Fees

- 8.1 You may receive an initial and / or ongoing advice fee which must be negotiated with and approved by the investor, within the parameters set by PPS Investments Group. Fees must be agreed directly between you and the investor and any fee-related complaint addressed to PPS Investments Group will be directed to you. PPS Investments Group will not be held responsible or liable for any losses caused as a result of fee arrangements, negotiations and / or payments between you and the investor.
- 8.2 PPS Investments Group reserves the right to withhold the payment of fees (without such fees incurring any interest or penalty) in respect of any uncleared investments
- 8.3 Initial advice fees will only be payable after the investment contribution has been received in the relevant product's bank account and after PPS Investments Group has processed the investment.
- 8.4 Initial advice fees will be credited to the FSP's bank account within 7 (seven) business days after being processed.



- 8.5 Ongoing advice fees run from mid-month to mid-month and are paid monthly before the last working day of each month.
- 8.6 Payment of initial and ongoing advice fees will be made in the Republic of South Africa in its currency and will be done by way of electronic transfer to the FSP's bank account, provided that the credit balance in the FSP's fee account exceeds such minimum amount determined by PPS Investments Group.
- 8.7 The FSP undertakes to notify PPS Investments Group in writing of their VAT vendor status and any changes thereto as soon as reasonably possible. Where the FSP is a VAT vendor, the FSP must submit VAT registration certificates to PPS Investments Group as proof of registration. Fee statements reflecting such registration number will be issued to the FSP together with payment. The FSP undertakes not to issue any tax invoices for transactions in respect of which PPS Investments Group has issued a tax invoice.
- 8.8 PPS Investments Group may alter the parameters for fees as applicable to the products from time to time. PPS Investments Group will inform you in writing of any such change. Existing agreed fees will not be affected except where PPS Investments Group may be required by a regulatory authority to amend such fee structure. In this case, the amended structure may apply to existing agreed fees.
- 8.9 PPS Investments Group will not be held responsible or liable for any delay in the payment of fees if your details are entered incorrectly on the application form.
- 8.10 If a investor instructs us to remove you as their financial adviser OR instructs us to remove your fees we will action their instruction. If there is a dispute between you and an investor regarding fees we will refer the investor to you.
- 8.11 PPS Investments Group will provide you with a statement of fees, if any, earned for the month. All annual fees are calculated daily, based on the market value of the investment at the end of each day. The fees earned will be referenced to the relevant financial adviser code.
- 8.12 PPS Investments Group may reverse any fees paid to you if, for any reason whatsoever, PPS Investments Group is obliged to refund the amounts paid, including but not limited to, payment of an incorrect amount and / or payment into the incorrect account. If the reversal is within 14 days of the fee payment, by signing this contract you authorise PPS Investments Group to debit your bank account with the relevant amount. If the reversal takes place after the 14 day period, you agree to immediately refund PPS Investments Group the amount paid to you. PPS Investments Group reserves the right to claim back any and / or all amounts owed by you in terms of this clause by debiting any one or more of your or your related FSP's accounts held with PPS Investments Group, where applicable.
- 8.13 Once PPS Investments Group has received notification from the FSP that a Representative is no longer linked to the FSP, investors will be moved from the underlining Financial Adviser's code to the FSP main code (PPS Investments Group Code) and the FSP will have 3 (three) months to reallocate the investors to another Representative within in the FSP. Should PPS Investments Group not receive any further instruction from the FSP with regards to reallocation, the investor will be changed to a direct Investor and all advice fees will be removed from the investor's record.
- 8.14 You may not at any time pay, offer to pay or cause to be paid any monetary amount, or consideration in lieu of a monetary amount, (subject to conflict of interest in material financial interest exception) whether directly or indirectly, to any employee of PPS Investments Group for any investment made or to be made in any PPS Investments Group's products.

9. Termination

- 9.1 Either party may cancel this contract on 30 (thirty) days written notice to the other party.
- 9.2 This contract may be terminated by PPS Investments Group if:
- You contravene these terms and conditions in any way;
 - Your authorisation in terms of the FAIS Act is suspended, withdrawn, or lapses.
- 9.3 You hereby agree to immediately inform us in writing if any of the instances referred to in 9.2 occur.
- 9.4 By signing this contract you agree that neither you nor your Representatives, agents or employees will attempt to use the PPS Investments Group secure website after your contract has been terminated.

10. General

- 10.1 This contract constitutes the entire agreement between the parties.
- 10.2 No indulgence or waiver granted to you by PPS Investments Group shall constitute a waiver of any of the rights of PPS Investments Group contained in this agreement and PPS Investments Group reserves its rights in this regard.
- 10.3 You hereby agree that PPS Investments Group may, in its discretion, alter the terms and conditions of this contract from time to time. A copy of the amended terms and conditions will be sent to you and you hereby agree that unless we receive your written objections to the terms and conditions within 30 (thirty) days of the date of the notice to you (the 30th day being the effective date), the amended terms and conditions will supersede the terms and conditions contained in this contract with effect from the effective date.
- 10.4 You choose the physical address you provided to us as your address for notices and service of legal process for all purposes arising out of this contract.
- 10.5 You may not cede or assign any of your rights or obligations under this contract, in particular, your right to receive payment of fees whether accrued or not, without PPS Investments Group prior written consent, which consent shall not be unreasonably withheld.
- 10.6 To the extent necessary and applicable, this contract may be signed in one or more counterparts, each of which will be taken together and deemed to be one document.
- 10.7 This contract is governed by and construed in accordance with the laws of South Africa.
- 10.8 PPS Investments Group adheres to the principles of TCF (Treating Customers Fairly) and would encourage you to do the same to adhere to industry standards.
- 10.9 For purposes of this agreement "Data Protection Legislation" means the Protection of Personal Information Act 4 of 2013, the Electronic Communications and Transactions Act 25 of 2002 (as amended or replaced) and any other legislation covering substantially the same subject matter.

initial

initial

11. Indemnity and declaration

- 11.1 By signing this contract the FSP indemnifies and holds PPS Investments Group harmless against any and / or all claims, demands, penalties, losses, damages, expenses and / or charges of whatsoever nature suffered by PPS Investments Group and / or a third party, including Investors, as a result of the FSP's negligence, fraud, willful misconduct and / or a breach of any provision of this contract or warranty, undertaking or representation, including but not limited to:
- A misuse of PPS Investments Group information;
 - A misrepresentation of the FSP's status to an Investor;
 - The provision of advice to an investor;
 - The failure to act in accordance with PPS Investments Group business terms as set out in the contract, including but not limited to the business terms relating to electronic and / or facsimile instructions and / or the use of the secure website;
 - The failure on the part of the FSP or its employees to comply with any applicable legislation and / or regulations; or
 - The provision of incorrect, incomplete or fraudulent information in the contract or an application form.
- 11.2 The FSP acknowledges and accepts that if PPS Investments Group reasonably suspects that it may have a claim against the FSP under this indemnity, it may, in its sole discretion withhold any fees due to the FSP until the dispute is resolved.
- 11.3 The FSP declares that the information provided in this contract is true and correct.
- 11.4 The FSP undertakes to advise PPS Investments Group in a timely manner in writing if any of the details they have supplied or submitted to PPS Investments Group have changed after signing the contract and related documents.
- 11.5 As the FSP we acknowledge that we have received, read, understood and hereby agree to be bound by the contract.
- 11.6 To comply with the principles of the FAIS Act and as part of our due diligence process, we perform credit reference checks on all our applicants. The FSP accepts that PPS Investments Group reserves the right to perform credit history checks via a credit bureau and the FSP consents to this.

initial

initial

Authorised signatory of Financial Services Provider (legal entity)

Signature (1) at

Date

Full name

Capacity of signatory

Signature (2) at

Date

Full name

Capacity of signatory

Authorised signatory on behalf of PPS Investments Group

Signature at

Date

Full name

Capacity of signatory

ANNEXURE A

Supporting documentation

Key Individuals and Representatives

A copy of the identity document of each Key Individual and Representative to this agreement is to be included.

FICA

The Financial Intelligence Centre Act ("FICA") requires financial institution, such as PPS Investments, to establish and verify the identities and residential addresses of its investors.

Investors must attach the documents set out in this annexure to their completed contract. PPS Investments will only place investments once all the supporting documents listed below have been supplied.

Please note, an official South African identity document is considered to be a green bar-coded identity document, or a smart identity card. Where either of these documents is not available, we require an acceptable explanation and one of the following types of documents: A valid passport, valid driver's license or valid temporary identity document

A. Natural persons (South African citizens and residents)

- Identity document
- Proof of residential address e.g. utility bill (not older than 3 months) reflecting the name and residential address

B. Natural persons (Foreign nationals)

- Identity document e.g. valid passport or drivers licence
- Written confirmation of residential address

C. Trust

- Letters of Authority signed by the Master of the High Court
- Trust deed or other founding document
- Resolution specifying who is authorized to act on behalf of the Trust
- Identity document(s) of the person(s) authorised to act on behalf of the Trust
- Written confirmation of residential address and contact particulars of the person(s) authorised to act on behalf of the Trust
- Identity documents of all the trustees, beneficiaries and founder
- Written confirmation of the residential address and contact particular of all the trustees, beneficiaries and founder.

D. Close Corporation (CC)

- Founding statement and Certificate of Incorporation (CK1)
- Amended founding statement (CK2) if the members of the CC have changed
- Resolution specifying who is authorised to act on behalf of the CC
- Proof of business address of the CC e.g. utility (not older than 3 months) reflection the name of the CC and business address
- Identity document(s) of the member(s) and authorised signatories of the CC
- Written confirmation of the residential address and contact particulars of the member(s) of the CC

E.1 Company (private and unlisted public) – launched post 11 May 2011

- Certificate of Registration (CoR 14.3)
- Certificate of name change (CoR 14.3) where the company has changed its name
- Notice of registered office and postal address (CoR 21.1)
- Proof of business address of the Company e.g. utility bill (not older than 3 months) reflecting the name of the company and business address
- Resolution specifying who is authorised to act on behalf of the company as well as written confirmation of company's shareholding
- Identity document of the persons managing the company, authorised signatories and individuals holding 25% or more of the voting rights
- Written confirmation of the residential address and contact particulars of the person(s) managing the company, authorised signatories and individuals holding 25% or more of the voting rights
- Certificate of Incorporation, Trust Deed or Partnership Agreement of the legal person(s) holding 25% or more of the voting rights in the Company
- Written confirmation of business addresses and contract particulars of the legal person(s) holding 25% or more of the voting rights in the company 25% or more of the voting rights in the company

E.2 Company (private and unlisted public) – launched pre 11 May 2011

- Certificate of Incorporation (CM1)
- Certificate of Change of Name of a company (CM9) where the company has changed its name
- Notice of Registered Office and Postal Address (CM 22)
- Contents of Register of Directors, Auditors and Officer (CM29)
- Resolution specifying who is authorised to act on behalf of the Company as well as written confirmation of Company's shareholding
- Identity document(s) of the authorised signatories, person(s) managing the company and individuals holding 25% or more of the voting rights in the company
- Proof of business address of the Company e.g. utility bill (not older than 3 months) reflecting the name of the company and business address
- Written confirmation of the residential address and contact particulars of the authorised signatories, person(s) managing the company and individuals holding 25% or more of the voting rights in the company
- Certificate of Incorporation, Trust Deed or Partnership Agreement of the legal person(s) holding 25% or more of the voting rights in the Company
- Written confirmation of business addresses and contract particulars of the legal person(s) holding 25% or more of the voting rights in the company

F. Partnerships

- Partnership agreement
- Identity documents of the natural persons who are partners (including en commandite and silent partners)
- Certificate of Incorporation, Trust Deed or Partnership Agreement of the legal persons who are partners (including en commandite and silent partners)
- Proof of business address of the legal person who are partners (including en commandite and silent partners) e.g. CM22, letterhead, utility bill (not older than 3 months) reflecting the name and business address
- Identity document(s) of the natural person(s) who exercise(s) executive control over the partnership
- Certificate of Incorporation, Trust Deed or Partnership Agreement of the legal person(s) who exercise executive control over the partnership
- Resolution specifying who is authorised to act on behalf of the Partnership
- Identity document(s) of the person(s) authorised to act on behalf of the Partnership