

# PRODUCT TERMS, CONDITIONS AND DECLARATIONS FOR THE PPS PRESERVATION AND OPN PRESERVATION PLANS



INVESTMENTS

PROFESSIONAL PROVIDENT SOCIETY INVESTMENTS PROPRIETARY LIMITED ("PPS INVESTMENTS")  
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## GLOSSARY

<b>Administrator</b>	Intembeko Investment Administrators (Pty) Ltd.
<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 either permanently or temporarily.
<b>Collective Investment Scheme (CIS)</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>	Regulates and controls the establishment and administration of collective investment schemes.
<b>Dividend Withholding Tax (DWT)</b>	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>Financial Advisory and Intermediary Services Act (FAIS Act)</b>	This act applies to any advice given in relation to your investment. It also governs any forms and intermediary services between you and PPS Investments.
<b>Financial Intelligence Centre Act (FICA)</b>	The Financial Intelligence Centre Act 38 of 2001 which 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 Sector Conduct Authority (FSCA)</b>	The regulatory body responsible for 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 who gives advice or offers an intermediary service as a regular part of its business.
<b>Fund</b>	<b>PPS Preservation Pension Fund</b> – FSCA registration number 12/8/37737, SARS registration 18/20/04/041987 <b>PPS Preservation Provident Fund</b> – FSCA registration number 12/8/37738, SARS registration 18/20/04/041989
<b>Fund Rules</b>	The rules of the Fund as approved by the Financial Sector Conduct Authority (FSCA), as may be amended from time to time. You may request a copy of the Fund Rules by contacting the PPS Investments Client Service Contact Centre.
<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>Investment Options</b>	Unit trusts, Managed Share Portfolio or wrap funds managed by a Discretionary Fund Manager.
<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>	The Income Tax Act 58 of 1962 which regulates the payment of taxation in South Africa.
<b>Market Value</b>	The current price at which a Investment Options may be bought or sold.
<b>Member</b>	A person who becomes entitled to a benefit in terms of the Fund rules.

## GLOSSARY

<b>Minimum Disclosure Document (MDD)</b>	A fact sheet disclosing key information about an Investment Option.
<b>Multi-Manager Investment Options</b>	Refers to Investment Options which are managed by several unrelated investment managers.
<b>Net Investment Amount</b>	The Rand amount invested by you in your investment minus the applicable fees and charges.
<b>Pension Funds Act</b>	The Pension Funds Act 24 of 1956 which is responsible for the regulation of Pension funds.
<b>Phase-in</b>	The process by which a lump sum is split into several different portions to be gradually invested (as opposed to a once-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>PPS Investments (PPSI)</b>	Professional Provident Society Investments Propriety Limited (License no. 39270), who is the sponsor of the Funds.
<b>PPS Investments Website</b>	An online webpage that offers additional information about the PPS Investments range of investment products and funds ( <a href="http://www.ppsinvestments.co.za">www.ppsinvestments.co.za</a> ).
<b>PPS Investments Secure Online Services</b>	An online portal that allows clients and financial advisers to transact online from anywhere, and at any time ( <a href="http://www.ppsisecure.co.za">www.ppsisecure.co.za</a> ).
<b>Profits</b>	The amount, as the case may be, distributed by PPS Insurance at the end of each financial year to its qualifying members.
<b>Regulation 28</b>	Regulation 28 of the Pension Funds Act.
<b>SARS</b>	The 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 fund. 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 costs incurred in buying and selling the underlying assets of your Investment Option(s).
<b>Trustees</b>	The Board of Trustees of the Fund, for the time being, as appointed in terms of the Pension Funds Act and the Fund rules.
<b>Please note:</b>	In this document, the term “we” or “us” refers to the Fund and “you” refers to the Member of the Fund.

## PRODUCT SUITABILITY

**The PPS and OPN Preservation Plans are suited to investors who are seeking a tax-efficient way to preserve accumulated retirement savings when leaving a pension or provident fund due to the termination of employment or the liquidation of the fund. Investors may also transfer their benefit in another approved preservation fund to the PPS Preservation Plans.**

Investing in a preservation fund is a long-term savings strategy, with the flexibility to adapt to changes in your personal circumstances. You will be allowed one withdrawal from your investment prior to retirement provided that you have not made a withdrawal from that investment previously. This enables you to work towards a financially secure retirement by encouraging a dedicated savings approach. By committing to remain invested for a fixed period, you can ensure that you adhere to your retirement savings strategy.

Whilst you will be saving with discipline, you still have the flexibility to make changes to your Investment Option(s) as required, without incurring transaction fees.

In addition, there are a number of tax advantages to investing in a preservation fund. No tax is payable when transferring to a preservation fund (unless it is from a pension fund to a provident preservation fund). All capital gains, interest and dividends accruing within a preservation fund are exempt from tax.

## 1 FUND INFORMATION

### 1.1 When will I become a Member of the Fund?

You will become a Member of the Fund once your application and supporting documentation have been approved by the Administrator on behalf of the Fund and the benefit from the transferring fund is paid into the Fund's bank account.

### 1.2 When do I cease to be a Member of the Fund?

When the total value of your benefit is paid out (after fees and taxes) you will cease to be a Member of the Fund. This may occur on a full withdrawal, retirement, death or transfer to another retirement fund.

### 1.3 Who manages and administers the Fund?

The Fund is managed by a Board of Trustees, the majority of whom are independent of PPS Investments and all of whom are independent of the Administrator. The Trustees are required to exercise their fiduciary duties in terms of the Pension Funds Act and other legislation, and to act in the best interests of the Fund and its Members at all times. The Fund is administered by the Administrator who has been appointed by the Trustees and may change from time to time. The Administrator has been approved as a retirement funds administrator by the Financial Services Board in terms of the Pension Funds Act.

### 1.4 What is the value of my benefit?

In calculating any benefit, your share of the assets in the Fund will be represented by the market value of your Investment Option(s) less any fees and charges. This amount will be reduced by any tax that may be payable. The value of your investment will increase or decrease as the market values of the underlying assets in your chosen Investment Option(s) fluctuate. The Fund does not provide any guarantees in relation to investment performance.

### 1.5 Who owns the investments in the Fund?

You are entitled to the payment of a benefit from the Fund in terms of the Fund rules. You may select your Investment Option(s). However, the Fund owns all the underlying investments. You have no right to specific investments held by the Fund.

### 1.6 Are my benefits within the Fund protected against creditors?

Benefits in the Fund are protected in terms of the Pension Funds Act and cannot be attached by a Member's creditors in respect of any court judgement for debt, nor form part of the Member's insolvent estate should a Member be sequestered.

## 2 CONTRIBUTIONS

### 2.1 What are the minimum investment amounts?

Benefits may be transferred into the Fund from a pension fund, provident fund, pension preservation fund or provident preservation fund. No additional contributions by the Member are allowed.

- Lump sum: R50 000
- Recurring: Not applicable
- Ad hoc\*: Only if the benefit is being transferred from another transferring fund

\* Additional permissible investments would specifically be payments due to accruals arising from the investment in the transferring fund.

### 2.2 What is the minimum investment period?

There is no minimum investment period applicable as you choose your own investment period. You may retire from the Fund at any time after your 55<sup>th</sup> birthday.

### 2.3 Can I phase in a lump sum?

Yes. Lump sum investments can be phased in over a period of time. You may phase in your lump sum investment over 3, 6 or 12 months. If you choose to phase in a lump sum, the full lump sum will initially be invested into the PPS Enhanced Yield Fund and will be phased into your selected Investment Option(s).

### 2.4 When the transferring fund deposits money into the Fund's bank account, will I receive interest before it is invested?

Interest on deposits will be applied if it takes longer than one day to process your contribution after the deposit has been paid into the Fund's bank 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. In addition, you may select the PPS Managed Share Portfolio, which may be subject to a minimum investment amount. The PPS Managed Share Portfolio provides access to securities listed on the Johannesburg Stock Exchange (JSE) and other foreign exchanges. 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.

### 3.2 What is Regulation 28?

The Fund requires that your Investment Option(s) adhere to the asset limits of Regulation 28 and with South African Reserve Bank Exchange Control legislation. You are allowed a maximum exposure of 75% of the investment amount in equity assets, 25% in property assets and 30% in international assets. This is applied on an individual Member level as well as on an overall Fund level.

Your Investment Option(s) will be monitored for Regulation 28 compliance on an ongoing basis. If you have exceeded any limits due to market fluctuations, a notification will be communicated to you quarterly requesting you to make a switch of units between the Investment Options to bring the investment within the asset limits. Should your total investment in the Fund exceed any of the Regulation 28 limits for three successive quarters, the Fund in the fourth quarter will rebalance your investment accordingly as they are obliged to in terms of Regulation 28. This means that if you do not make a switch by the fourth quarter, the Fund will instruct the Administrator to make a switch between the Investment Options to bring the investment within the asset limits.

## 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 portfolio manager of your chosen Investment Option(s) charge an initial fee for investing into its unit trust funds, 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 PPS Investments or the asset manager of the relevant Investment Options may apply.

To make a switch you must complete a Switch Form (available on the PPS Investments website) and submit it with any required supporting documentation to PPS Investments.

## 4.2 Can I switch between Original and Select Fund Ranges?

PPS Investments currently offers two ranges of Investment Options namely the Original Fund Range (available prior to 1 October 2014) and the Select Fund Range (available post 1 October 2014). Existing Members invested in the Original Fund Range can continue to access the Investment Options listed in the Original Fund Range Investment Option Schedule. This range is, however, closed to all new investments. New investments will only be made into the Select Fund Range and the Investment Options are set out in the Select Fund Range Investment Option Schedule. You will not be allowed to combine Investment Options from the Select and the Original Fund Ranges.

## 5 PAYMENT OF BENEFITS

### 5.1 Can I retire or withdraw from the Fund before the age of 55?

You may not retire from the Fund before your 55th birthday unless it is due to you becoming permanently incapable of carrying on your occupation due to sickness, an accident, injury or incapacity through infirmity of mind or body. The claim for early retirement must be supported by medical evidence as requested by the Trustees and provided by you at your own cost. The lump sum that may be paid out upon early retirement is the same as for normal retirement, as explained in sections 5.2 and 5.3.

Prior to retirement, you may make one withdrawal up to the full value of the investment. Where the original source of the funds is the Government Employees Pension Fund, the pre-retirement withdrawal will be limited to one-third of the value.

### 5.2 What amounts may be withdrawn at retirement (Preservation Pension Fund)?

At retirement, you may take a maximum of one-third of the benefit as a cash lump sum payment. The remaining balance must be used to purchase an annuity (including a living annuity) from a registered South African long-term insurer. If the total investment value in the Fund is less than R247 500, you may take the full value of your benefit as a cash lump sum.

### 5.3 What amounts may be withdrawn at retirement (Preservation Provident Fund)?

At retirement, you may take up to the full value of your benefit as a cash lump sum payment. Should you elect not to take a full withdrawal, you may purchase an annuity (including a living annuity), using any remaining amount, from a registered South African long-term insurer.

### 5.4 Tax Directive

Once we receive your retirement or withdrawal instruction and all required documents, we will apply for a tax directive from SARS. The tax directive may not be altered or canceled and your instruction cannot be retracted. We will disinvest the units in your investment and invest them in the Benefit Clearing Account to facilitate obtaining a tax directive from SARS. Any tax payable will be deducted prior to payment of the benefit

## 6 CESSIONS, COOLING OFF, LOANS, CONVERSIONS AND TRANSFERS

### 6.1 Are cessions allowed?

You may not cede, assign, pledge as security or surrender for cash any benefits, any rights to any benefits or any share of the assets of the Fund represented by the value of your Investment Option(s).

### 6.2 Is there a cooling-off period should I change my mind about the Preservation Fund?

Cooling off is not allowed. You may not ask for a refund or cancel your membership once you have become a Member of the Fund. You may only transfer to another retirement fund or take a full withdrawal if you have not already taken a withdrawal.

### 6.3 Can I take a loan from the Fund?

You may not borrow from the Fund.

### 6.4 Can I transfer the benefit to another retirement fund?

You may transfer your benefit to another approved retirement annuity fund, or a preservation fund, subject to the requirements of the rules of the retirement fund. This is known as a Section 14 transfer can take up to 180 days to be completed.

## 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 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)

Tax directive requested	Tax directive received	Withdrawal processed	Sale of units in clearing account	Transaction finalised	Money available in bank account
Day 5	Day 6	Day 6	Day 7	Day 8 at price of day 7	Day 9

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

#### 7.2 Delays in processing instructions

Whilst the Administrator will at all times try to adhere to the timelines outlined above neither the Administrator, PPS Investments nor the Fund accepts 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?

PPS Investments' Secure Online Services allow you to view and manage your investments via our secure website. You may view and download your investment and tax information, all instructions that we have received for your investment, your investment performance and investment asset class exposure. Should you not have a Secure Online Services account you may complete the online self-registration process on the PPS Investments 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 apart. 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 Investments' 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 your financial adviser listed in the financial adviser details section of the Preservation Fund application form. All documentation in relation to the Preservation Fund will be made available to your appointed financial adviser on their request.

## 9 TAX AND MY PRESERVATION FUND

#### 9.1 What tax will I pay on my Preservation Fund

My benefits at withdrawal or retirement will be taxable according to the Income Tax Act, No.52 of 1962 (or a replacement thereof) however you may qualify for some tax-free amounts, which will be determined by SARS.

#### 9.2 The returns generated by your investment are exempt from South African taxes such as capital gains and dividend withholding tax. Interest, income, foreign dividends and rental income are also currently untaxed in South Africa. Foreign taxes may be applicable on foreign instruments.

## 10 FEES

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

There are typically three fee categories:

- **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 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 Fund. No initial administration or transaction fees are charged. The applicable annual administration fee is determined by the fund range you have selected (Original or Select). Annual fees are deducted through the sale of units in your Investment Option(s) and paid monthly in arrear. 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 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 the Investment Options. These fees and charges are deducted with in the Investment Options 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 (MDD) available on the PPS Investments 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 completed application or transaction form. Fees and charges may change from time to time and you will be notified of such a change.

#### 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 the 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:

- On the first R500 000: 0.70% (excluding VAT)
- R500 001 - R1 500 000: 0.50% (excluding VAT)
- R1 500 001 - R2 500 000: 0.45% (excluding VAT)
- Thereafter: 0.40% (excluding VAT)

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 the PPS Investments Secure Online Services, accessible from the PPS Investments website in order to find out more.

### 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:

- First R1 500 000: 0.50% (excluding VAT)
- Next R3 500 000: 0.20% (excluding VAT)
- Thereafter: 0.10% (excluding VAT)

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 Managed Share Portfolio Investment Option?

In addition to the administration fee referred to in sections 10.2 and 10.4 above, an administration fee of 0.15% (excluding VAT) is applicable to the PPS Managed Share Portfolio Investment Option. Basic brokerage and VAT charges (where applicable) are payable on all transactions, as well as any other charges which may be imposed, from time to time, by the JSE. A portfolio management fee is applicable to the PPS Managed Share Portfolio Investment Option. Please refer to the PPS Managed Share Portfolio investment application form for all applicable portfolio management fees.

### 10.7 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 BENEFICIARIES AND PROCEEDS ON DEATH

### 11.1 What happens to my benefit in the event of my death?

The Pension Funds Act requires the Trustees to determine who your dependants are, and to pay the benefit in proportions that they deem fair and equitable. This process may take up to 12 months. The beneficiaries have the option to purchase a compulsory annuity, take a cash sum or a combination of both.

### 11.2 What nominations will I be asked to make?

You may nominate one or more beneficiaries to receive the death benefit, by submitting a written and signed instruction to the Fund. Although the Trustees are not bound by your nomination, it will assist the Trustees in applying their discretion and it is highly recommended. You cannot specify how your death benefit should be allocated in your Will. You should keep your nomination up to date and you may only nominate natural persons to receive a benefit. You may stipulate that payment be made to a trust for the benefit of the beneficiary. Please do not nominate your estate as a beneficiary as the Trustees are unable to pay the benefit into the estate if there are dependants or nominees who are natural persons.

### 11.3 Can I change my beneficiaries?

You may change your nominated beneficiaries as and when required by written and signed instruction to the Fund in the prescribed form, which must be received by the Fund before your death.

## 12 UNCLAIMED BENEFITS

### 12.1 What happens to unclaimed benefits?

In terms of the Pension Funds Act, any benefit that is not paid within 24 months of it becoming due and payable is regarded as an unclaimed benefit. The Trustees may retain the benefit in the Fund or may transfer the benefit to a registered unclaimed benefit fund.

PPS Investments may share all personal and contact information with any third party, or obtain any contact and personal information from any third party, in order to facilitate tracing in respect of any unclaimed benefits.

Tracing will cease should the cost exceed the benefit.



## 13 YOUR ROLE

Aside from 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 Member, 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 that you 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. PPS Investments, the Administrator or the Fund 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

The information provided to you by PPS Investments, the Fund or the Administrator, 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 recommendations 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.

Neither PPS Investments, the Administrator nor the Fund provides any guarantees in relation to any investment performance. The value of the investment portfolio will fluctuate relative to the market values of the underlying assets comprising the selected investment portfolio. Investment Options are generally medium-to long-term investments. The value of your Investment Option(s) may go down as well as up and past performance of the underlying assets within your Investment Option(s) 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 a Member, 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 Member 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.

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

As a Member, 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 AND THE FUND

You acknowledge and confirm the following:

### 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) from time to time. 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 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. 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 Members or third parties for losses sustained

Provided that we exercise reasonable care and diligence in the management and administration of your investment, we will not be liable to you or a third party for any loss you may have sustained in terms of your investment. 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 any 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 you appropriate and reasonable notice of any proposed changes.

### 14.6 We may change relevant Investment Options

The Fund may, with appropriate notice to you, change or remove 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, the Fund will effect a switch to a similar portfolio, 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 your chosen Investment Option(s). This includes, but is not limited to, the Total Expense Ratio (TER) and Transaction Cost (TC) applicable to your Investment Option(s). The MDDs are available on the PPS Investments website.
- 15.3** I am the beneficial owner of any transfer(s) made to the Fund. I am duly and validly authorised to invest the transfer amount with PPS Investments and confirm that all such transfers 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 and the Income Tax Act. I confirm, that if I am acting on behalf of a Member, I am duly authorised to conclude this transaction on behalf of such Member.
- 15.5** 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 your handwriting or not, are true and correct. These statements will form the basis of my investment with the Fund.
- 15.7** I authorise PPS Investments, the Fund and the Administrator and its assignees to disclose any information within PPS Investments, its holding companies, subsidiaries, affiliates, Profmed Medical Scheme 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. If on the date of signature of the application an updated application 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 Summary and Product Terms, Conditions and Declarations as well as any other related documents I have provided and that are accepted by the Fund, will govern the legal relationship between myself and the Fund.
- 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.

## 16 DETAILS OF THE PPS PRESERVATION FUNDS AND SUPPORTING DOCUMENTATION

### Compliance department

PPS Investments  
PPS House  
Boundary Terraces  
1 Mariendahl Lane  
Newlands  
7700

Tel: 0860 468 777 (0860 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)

### Complaints procedure

If you are not satisfied with this investment or the services from the Fund, a written complaint can be submitted to the Principal Officer using the contact details on the following page. The Fund will acknowledge the complaint in writing and will inform you of the contact details of the person addressing your complaint.

### Principal Officer

PPS Preservation Funds  
PPS House  
Boundary Terraces  
1 Mariendahl Lane  
Newlands  
7700

Tel: 0860 468 777 (0860 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)

If you are not satisfied with the response from the Fund, you have the right to lodge a written complaint with the Pension Funds Adjudicator.



If you are not satisfied with the response from the Fund, you have the right to lodge a written complaint with the Pension Funds Adjudicator.

#### **The Pension Funds Adjudicator's contact details**

The Pension Funds Adjudicator P O Box 580 Menlyn 0063	Tel: 012 346 1738 Fax: 086 693 7472 Website: <a href="http://www.pfa.org.za">www.pfa.org.za</a> Email: <a href="mailto:enquiries@pfa.org.za">enquiries@pfa.org.za</a>
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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 Providers**

If you are not satisfied with the response from PPS Investments or the Administrator or 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:	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website:	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

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 and PPS Investment Administrators (Pty) Ltd are licensed financial services providers.  
PPS Management Company (RF) (Pty) Ltd 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)