

INN8 Invest Discretionary Mandate (“Discretionary Mandate”)

Please sign this Discretionary Mandate if you have selected to invest into a Model Portfolio managed by INN8 Invest, a division of STANLIB Wealth Management Pty Ltd (“INN8 Invest”) (FSP No. 590).

1. Appointment and Authorisation

- 1.1. I hereby appoint and authorise INN8 Invest to provide me with intermediary services of a full discretionary nature, and to manage my INN8 Invest Model Portfolio as specified on this form on my behalf ("Model Portfolio"), in accordance with the terms and conditions contained in this Discretionary Mandate and FAIS.
- 1.2. INN8 Invest accepts the appointment by the client in accordance with the terms and conditions set out in this Discretionary Mandate. INN8 Invest is an authorised FSP in terms of section 8(5)(a)(i) of FAIS and is licensed to provide discretionary intermediary services for the following products: Long-term Insurance: Category C, Pension Fund Benefits (Retail), securities and instruments: Shares in a company other than a “share block company” as defined in the Share Blocks Control Act, 1980, money-market Instruments as defined in BN 90 of 2014 issued in terms of the Collective Investment Schemes Control Act, 2002, (“CISCA”) debentures and securitised debt, warrants, certificates and other instruments, conferring or creating rights to subscribe to, acquire, dispose of, or convert securities, bonds, derivative instruments, participatory interests in one or more collective investment schemes (including Collective Investment Schemes in Hedge Funds), foreign currency denominated investment instruments, including a foreign currency deposit, long-term deposits, short-term deposits, structured deposits and other asset classes permitted within the legislation and for which INN8 Invest is authorised to provide intermediary services.
- 1.3. I hereby authorise INN8 Invest to exercise its full, unlimited and sole discretion in the management of my Model Portfolio Investment, in accordance with the investment objective of the Model Portfolio. I understand and agree that INN8 Invest will invest, withdraw or switch Investment Portfolios within my Model Portfolio Investment at its sole discretion.
- 1.4. I hereby authorise INN8 Invest in its sole and full discretion to invest in any Investment Portfolio on my behalf for which it is licensed, including both local and offshore assets.
- 1.5. I hereby authorise INN8 Invest to switch between Investment Portfolios within the Model Portfolio Investment with no limitation placed on the number of switches performed.
- 1.6. I acknowledge and accept that certain instructions undertaken on my behalf by INN8 Invest in their sole discretion may be subject to tax, depending on the legislation which governs the Product in which my Model Portfolio Investment is held.
- 1.7. INN8 Invest may at its own discretion utilise the services of its own staff or that of another approved FSP in terms of the FAIS Act to render intermediary services to their Clients.
- 1.8. I hereby authorise INN8 Invest, at their discretion, to cede or assign at any time the discretionary FSP rights and obligations in this Discretionary Mandate to any third party who is approved as a Discretionary FSP in terms of the FAIS Act.
- 1.9. I hereby authorise INN8 Invest to vote on my behalf in respect of the Investment Portfolios in my Model Portfolio Investment.
- 1.10. I hereby authorise INN8 Invest as my representative to enter into any agreements on my behalf with any other person, financial exchange, member or regulatory body in the execution of its obligations in terms of this Discretionary Mandate.
- 1.11. INN8 Invest in its capacity as discretionary FSP does not require that the Client supplies a bank account to INN8 Invest. INN8 Invest will not accept or facilitate any monies for investment or payment. The authorised and appointed Administrative FSP who administers the Investment Account will receive and provide bank account details as required as part of the application process.

1.12. All distributions received, including cash, interest and dividends, will be reinvested by the Investment Portfolios into the Client's Investment Account. I confirm that I can refer to the relevant collective investment scheme Fund fact sheet/minimum disclosure document for details of when distributions take place.

2. Registration of Model Portfolio Investment

The Client's appointed administrative FSP will register this investment as reflected in the application form. The investment may be registered in the name of the Client, the Retirement Fund, an approved Nominee Company, or the Long-Term Insurer as applicable according to the Financial Product in which the investment is held.

3. Investment Objective

The investment objective of the Client is to earn and maximise return on the investment in accordance with the risk profile of the Model Portfolio in which the Client invests, as stipulated in the relevant fact sheet.

4. Remuneration of Fees

4.1. I confirm that I have read and understood the Model Portfolio fact sheet, which discloses the current and maximum Model Portfolio charges and all underlying Investment Portfolio related charges. Depending on the Model Portfolio(s) selected, a different charge structure may apply.

4.2. I agree to pay INN8 Invest a fee up to the disclosed maximum Model Portfolio Charge, per annum plus VAT, for the intermediary services provided for in this Discretionary Mandate.

4.3. The Model Portfolio Charge will be deducted from your Investment Account monthly in arrears.

4.4. INN8 Invest shall be entitled to vary the maximum Model Portfolio Charge upon 60 (Sixty) calendar days prior written notice to the Client.

4.5. INN8 Invest does not receive any commissions, incentives or rebates from any administrative FSP or Product Provider for placing the Client's Model Portfolio investment with them. INN8 Invest may, from time to time, negotiate fee reductions with the Product Providers depending on the applicable charge structure and construction of the Model Portfolio.

5. Reporting

5.1. The Client's appointed administrative FSP will provide the Client with quarterly investment statements by email or another medium as stipulated.

5.2. I request that INN8 Invest does not provide me with any information provided by the Investment Portfolio Product Provider which the Provider must disclose by law. INN8 Invest will provide any such information on specific request from the Client.

6. Risk and Indemnity

6.1. INN8 Invest does not provide a guarantee on the value of the Model Portfolio Investment nor does it guarantee the performance of the Investment Portfolios in the Model Portfolio Investment. The market value of the Model Portfolio Investment may fluctuate and go down as well as up, and past performance is not necessarily a guide to future performance. The Client bears the investment and market risk which includes the possibility of losing capital.

6.2. INN8 Invest hereby discloses to the Client that there are risks involved in an investment in Investment Portfolios via a Model Portfolio Investment. The Client carries the currency, investment and market risk which includes the possibility of losing capital. The Client acknowledges that he/she is aware of, understands and accepts the risks of investment.

6.3. Hedge Fund Risk disclosures

Where the selected Model Portfolio Investment allocates to a Collective Investment Scheme in Hedge Funds, the Client confirms that he/she has read and understood the information pertaining to these investment options in the Terms and Conditions of the administrative FSP.

7. Duration

This Discretionary Mandate shall come into effect on the date of processing this application and shall remain in force until it is terminated. The Discretionary Mandate may be terminated as follows:

- 7.1. Automatically on the transfer of the Client from the Client's appointed administrative FSP.
- 7.2. Automatically if the Client requests a full withdrawal or switch out of the Model Portfolio Investment within his/her Investment Account and a different fee structure may then apply as per the rules of the applicable Investment Portfolio(s).
- 7.3. By either party on 60 days' written notice to the other. In this instance INN8 Invest is mandated and required to complete all instructions and transactions in progress which were initiated prior to the receipt and processing of the termination request. INN8 Invest is furthermore entitled to the standard model portfolio charge during the termination period. A different fee structure may then apply as per the rules of the applicable Investment Portfolio(s).

8. Protection of Personal Information Act

- 8.1. PoPIA (Protection of Personal Information Act, 2013) is South Africa's data protection law that aims to protect your personal information. Our latest Platform terms and conditions, available on www.inn8.co.za explain how and why we obtain, use, process, store, verify and share your personal information.
- 8.2. I/We confirm that I/We have read and accept the clauses in the Terms and Conditions relating to the collection, processing, storage and distribution of my/our personal information.
- 8.3. I/We acknowledge that acceptance of these terms and conditions is voluntary, but that without my/our personal information as required by this application form, INN8 Invest will be unable to provide me/us with products or services.

9. Client Declaration

All information provided in this Discretionary Mandate is complete and correct and I agree to advise INN8 Invest in writing should any of the details provided to INN8 Invest change subsequent to signature hereof.

Details of the Client

_____	_____	
Full Name of Client	SA Identity Number (or Passport Number if not SA resident)	
_____	_____	_____
Signature of Client/Authorised Signatory	Date	Signed at

Details of the Financial Adviser

_____	_____	
Full Name of Financial Adviser	Advisory Firm	
_____	_____	_____
Signature of Financial Advisor	Date	Signed at