

# STANLIB Multi-Manager Discretionary Mandate ("Discretionary Mandate")

# Linked Investments

Please sign this Discretionary Mandate if you have selected to invest into a Model Portfolio managed by **STANLIB Multi-Manager**, a division of **STANLIB Asset Management (Pty) Ltd**, Registration number 1969/002753/07 with FSP Licence No. 26/10/719 ("**STANLIB Multi-Manager**").

#### 1. Appointment and Authorisation

- 1.1. I hereby appoint and authorise STANLIB Multi-Manager to provide me with intermediary services of a full discretionary nature, and to manage my STANLIB Multi-Manager Model Portfolio as specified on this form on my behalf, in accordance with the terms and conditions contained in this Discretionary Mandate and the FAIS Act.
- 1.2. STANLIB Multi-Manager accepts the appointment by the Client in accordance with the terms and conditions set out in this Discretionary Mandate. STANLIB Multi-Manager is an authorised FSP in terms of section 8(5)(a)(i) of the FAIS Act 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), Long-term deposits, Short-term deposits, Participatory interest in a hedge fund, Structured deposits and other asset classes permitted within the legislation and for which STANLIB Multi-Manager is authorised to provide intermediary services.
- 1.3. I hereby authorise STANLIB Multi-Manager 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 STANLIB Multi-Manager will invest, withdraw or switch Investment Portfolios within my Model Portfolio Investment at its sole discretion.
- 1.4. I hereby authorise STANLIB Multi-Manager 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 STANLIB Multi-Manager 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 STANLIB Multi-Manager 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. STANLIB Multi-Manager 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 STANLIB Multi-Manager, 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 STANLIB Multi-Manager to vote on my behalf in respect of the Investment Portfolios in my Model Portfolio Investment.

  1.10. I hereby authorise STANLIB Multi-Manager 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. STANLIB Multi-Manager in its capacity as discretionary FSP does not require that the Client supplies a bank account to STANLIB Multi-Manager. STANLIB Multi-Manager will not accept or facilitate any monies for investment or payment. The authorised and appointed administration 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 administration 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 STANLIB Multi-Manager 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. STANLIB Multi-Manager shall be entitled to vary the maximum Model Portfolio Charge upon 60 (Sixty) calendar days prior written notice to the Client
- 4.5. STANLIB Multi-Manager does not receive any commissions, incentives or rebates from any administration FSP or Product Provider for placing the Client's Model Portfolio investment with them.

# 5. Reporting

- 5.1. The Client's appointed administration FSP will provide the Client with quarterly investment statements by email or another medium as stipulated.
- 5.2. I request that STANLIB Multi-Manager does not provide me with any information provided by the Investment Portfolio Product Provider which the Provider must disclose by law. STANLIB Multi-Manager will provide any such information on specific request from the Client.

#### 6. Risk and Indemnity

- 6.1. STANLIB Multi-Manager 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. STANLIB Multi-Manager 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 its entire 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 administration 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 administration 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 STANLIB Multi-Manager 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. STANLIB Multi-Manager 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 terms and conditions, available on www.STANLIB.com 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, STANLIB Multi-Manager will be unable to provide me/us with products or services.

## 9. Client Declaration

**Details of the Client** 

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

# FULL NAME OF THE CLIENT CLIENT'S SA Identity Number (or Passport Number if not SA resident) SIGNATURE OF CLIENT / **AUTHORISED SIGNATORY** DATE D D м М SIGNED AT SIGNATURE OF FINANCIAL ADVISER DATE ח D м SIGNED AT