

# IMS

## Combined terms document



# Contents

## Combined terms document

This document should be read with the relevant application, addition, switch, redemption and/or other transaction forms, as it will form the agreement between the investor and Investec when investing in our savings or retirement products (as defined below). When signing the transaction form, the investor will be agreeing to the terms as set out in this document. The sections outlined below are applicable to the products as indicated.

<b>Product</b>	<b>Applicable sections</b>
InvestecBond	Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15
Investec Access	Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15
Investec GlobalSelect Access	Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15
Investec GlobalSelect Investment Portfolio	Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15
Investec IMS Tax Free Savings Account	Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15
Investec Investment Linked Preservation Fund/Retirement Annuity/ Retirement Fund Portfolio	Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15
Investment Linked Life Annuity	Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

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## 1. Definitions

Unless the context requires otherwise in this document, the singular includes the plural and the plural includes the singular. The following terms are defined below:

### **Anniversary date (only applicable to Investec living annuities)**

The anniversary of the date on which the policy originally commenced. If the policy resulted from a transfer, the anniversary will be the same as it was prior to the transfer

### **Application form**

The application form completed and signed by the investor in respect of the investment

### **Beneficiary**

A beneficiary nominated by the investor in the application form, or added or substituted thereafter by the investor by the completion and submission of the relevant transaction form

### **Business day**

Any day other than Saturday, Sunday or any South African public holiday recognised for the purposes of the national business calendar

### **CISCA**

Collective Investment Schemes Control Act, 45 of 2002

### **Certificate**

The investment certificate together with the annexures thereto

### **Dealing date**

The date on which the price of a share in an investment instrument is determined

### **Exchange**

Any recognised stock exchange

### **FAIS**

Financial Advisory and Intermediary Services Act, 37 of 2002

### **Fee structures/product platforms**

Investec has the following fee structures/product platforms:

#### **iSelect**

Investec's guided architecture platform using clean pricing

#### **FundSelect**

Investec's guided architecture platform using all-in-pricing

#### **FundChoice**

Investec's open architecture platform for use with FundSelect

### **FICA**

Financial Intelligence Centre Act, 38 of 2001

### **Financial advisor**

The authorised representative of the FSP which has been appointed by the investor

### **FSCA**

Financial Sector Conduct Authority

### **FSP**

Financial Services Provider

### **GFSC**

Guernsey Financial Services Commission

### **IAL**

Investec Assurance Limited (Registration no. 1941/014478/06)

### **IAM**

Investec Asset Management (Pty) Ltd (Registration no. 1984/011235/07)

### **IMS**

Investec Investment Management Services (Pty) Ltd (Registration no. 1992/003608/07)

**Income group number**

An income group number is only applicable to Investec Living Annuities. The number is assigned to a group of deals in a single contract, in order to indicate that this group of deals are regarded as one, specifically in relation to income payments, frequency and anniversary date.

**Income Tax Act**

Income Tax Act, 58 of 1962

**Instruments**

Selected unitised funds, unit trusts, interest bearing and other financial instruments available in the Republic of South Africa and offshore, and offered by Investec

**Investec**

Where reference is made to Investec in the terms, contained in this document, the reference must be read to refer to IMS, IAL, IAM or a combination of these entities where applicable

**Investor**

The person / legal entity, including a trust who / which has invested in the investment and in whose name the investment is held

**Investment**

The relevant savings or retirement product offered by Investec

**List of funds**

The list of investment instruments that can be included in the Portfolio

**Long-term Insurance Act**

Long-term Insurance Act, 52 of 1998

**Manager**

The relevant investment management company responsible for the management of the underlying investment of the relevant unit trust funds

**Market value**

The total market value of the investment portfolio calculated in a manner prescribed, less all applicable taxes and costs

**Pension Funds Act**

Pension Funds Act, 24 of 1956

**Portfolio**

The portfolio of investment instruments selected by the investor from time to time and acquired under the investment

**Retirement products**

Investec Investment Linked Preservation Funds (refers to Investec Investment Linked Preservation Pension Plan and Investec Investment Linked Preservation Provident Fund)

Investec Investment Linked Retirement Annuity

Investec Retirement Fund Portfolio

Investec living annuities (refers to Investec Investment Linked Life Annuity)

**SARS**

South African Revenue Service

**Savings products**

Investec Bond

Investec Access

Investec GlobalSelect Access

Investec GlobalSelect Investment Portfolio

Investec IMS Tax Free Savings Account

**Taxes and costs**

Income tax, bank charges, custody fees, VAT, advisor fees and any other tax or costs relating to the investment

**Unclaimed assets**

Any assets identified by Investec as "unclaimed" due to (i) an income payment being returned, (ii) a redemption payment being returned, (iii) the investor reaching the age of 100 years, or (iv) a quarterly statement being returned to Investec

**Unitised funds**

A unitised collection of selected investments held by IAL

**Unit trusts**

Any reference made in this application form to a unit trust means a collective investment scheme as defined in Cisca

## 2. Declaration by investor

By signing the relevant application or transaction form the investor agrees to the following:

1. The investor understands that Investec has the right to request any additional evidence to identify the source of this investment.
2. The investor agrees that he/she shall be responsible for ensuring that Investec has his/her most up to date contact details.
3. The investor agrees that Investec shall, at its discretion, have the option to pay or collect any amount (provided that he/she owes this amount to Investec) through the Automated Clearing Bureau or Electronic Funds Transfer, or by direct debit or credit against his/her bank account by means of a debit or credit note addressed to the investor's bankers.
4. The investor agrees that any variations to the terms of this agreement made by the investor's FSP or the investor will only be binding if accepted in writing by Investec. No act or omission will be construed as an acceptance of a variation to this agreement.
5. The investor warrants that all monies deposited in the applicable Investec account for this investment, were obtained from legitimate sources. The investor further warrants that he/she has complied and will continue to comply with all relevant legislation, including, but not limited to money laundering and income tax legislation.
6. The investor hereby agrees and consents to the ceding and delegating by Investec of all its rights and obligations in respect of this investment and all other investments which Investec administers on the investor's behalf to a third party.
7. The investor is acting for his/her own account and that the investor has made independent decisions to enter into the investment and as to whether the investment is appropriate or proper for him/her, based upon the investor's own judgement, and upon advice from such FSPs as the investor may deem necessary. The investor warrants that he/she is not relying on any communication from Investec, whether written, oral or implied as investment advice or as a recommendation to enter into the investment it being understood that information and explanations relating to the terms of an investment shall not be considered investment advice or a recommendation to enter into the investment. The investor warrants that he/she has not received from Investec any assurance or guarantee as to the expected return on this investment.
8. The investor agrees that as required by the Banks Act, 94 of 1990 (the Banks Act), to the extent that the investor invests in a call account offered by a bank as defined in the Banks Act, Investec will act as the investor's agent and, except insofar as the investor may have a right of recovery against Investec, the investor assumes all risk connected with the administration of his/her call account investment by Investec as well as the responsibility to ensure that Investec executes the investor's instructions relating to the call account investment.
9. The investor understands that where he/she select a FundSelect instrument within his/her portfolio, Investec has included such instrument within the FundSelect range of instruments for long-term investment and Investec does not guarantee the performance of that instrument or its suitability in relation to investment objectives.
10. The investor understands that it may be necessary to reduce the number of units that he/she owns of any FundSelect instrument, if the expenses of said instrument exceed the income of the instrument. This rebalancing of units will not affect the value of the investment in the relevant FundSelect instrument at the time of rebalancing.
11. The investor understands the tax implication of investing in a share portfolio and he/she acknowledges that the relevant stockbroker will provide the investor with the relevant tax certificates to enable him/her to account for any tax in respect of the investment.
12. The investor confirms that he/she has been provided with access to the Total Expense Ratios (TERs) that apply to selected unit trust funds. The TERs applicable are disclosed in the attached FundSelect list of unit trust funds.
13. The investor indemnifies and hold Investec harmless against any claim of whatsoever nature, which may result from conducting business telephonically, via the online services (including email), or by way of facsimile. The investor hereby consents to Investec taking any security precautions it may deem necessary for it to proceed with the application.

14. The investor acknowledges and understands that Investec cannot provide any advice. Information and opinions which may be provided by Investec are of a general nature and are not intended to address the circumstances of any particular individual or entity. Investec are not acting and do not purport to act in any way as an FSP or in a fiduciary capacity. The investor understands that he/she should not act upon such information or opinion without appropriate professional advice after a thorough examination of a particular situation. Investec endeavour to provide accurate and timely information but make no representation or warranty, express or implied, with respect to the correctness, accuracy or completeness of any information or opinions. Investec do not undertake to update, modify or amend the information on a frequent basis or to advise any person if such information subsequently becomes inaccurate. Any representation or opinion is provided for information purposes only. In the event that the investor decides not to appoint a FSP the investor indemnifies Investec from any loss or damage which he/she may suffer as a result of investing or transacting with Investec without the advice of a FSP.
15. Collective investment schemes in securities (unit trusts) are generally medium to long term investments. The value of participatory interests (units) may go down as well as up and past performance is not necessarily a guide to the future. Fluctuations or movements in exchange rates may cause the value of underlying international investments to go up or down. Unit trusts are traded at ruling prices and can engage in borrowing and scrip lending. Forward pricing is used.

### **3. Financial Services Provider appointment**

By signing the Financial Services Provider appointment in the relevant application or transaction form the investor agrees to the following:

1. In consideration for the execution of the FSP's duties in respect of the investment(s), the investor acknowledges that the FSP(s) shall receive payment of such fees as are reflected in the application form or any variations thereof, which fees shall be charged against the investment(s).
2. The investor hereby acknowledges that his/her FSP(s) is independent and not connected to Investec in any way, save that he/she is/they are authorised to sell Investec products. The investor expressly agrees that he/she will have no claim or cause of action against Investec in connection with the investor's relationship with his/her FSP(s), this mandate, or for any other reason including the advice given to the investor by the FSP(s).
3. The investor authorises Investec to accept all instructions submitted by the financial advisor on the investor's behalf, or any authorised third party who has been appointed and authorised by the investor in writing. (not applicable to GlobalSelect Access)
4. The investor hereby authorises Investec to provide quarterly statements in respect of the investments directly to the appointed FSP(s), and the investor is aware and acknowledges that he/she has access to his/her information continuously through the internet or the Investec Client Service Centre.
5. The investor hereby authorises Investec to obtain information from the appointed FSP where the investor has failed to include such information in the application or transaction form. This authorisation is subject to Investec obtaining documentary proof where necessary.
6. Should the investor cancel his/her FSP appointment, a switch form should be submitted instructing Investec to switch any FundSelect instruments into the corresponding FundChoice instruments for which the applicable annual advisor fees will be set to zero. Should the investor fail to submit a switch form Investec will automatically switch the investor's fund(s) into the equivalent FundChoice portfolio.

### **4. General product terms**

1. InvestecBond, Investec Access, Investec GlobalSelect Access, Investec GlobalSelect Investment Portfolio, Investec IMS Tax Free Savings Account, Investec Investment Linked Life Annuity, Investec Investment Linked Preservation Fund, Investec Investment Linked Retirement Annuity and Investec Retirement Fund Portfolio are some of the many investment options offered by Investec and may not necessarily represent the best option for every investor's particular financial requirements. Investec prefers that the investor appoints an FSP for the duration that Investec administers their investment. Investec is an administrative FSP and does not provide investment advice in respect of the investment/policy. This IMS Combined Terms Document replaces and supersedes the IMS Business Practice Manual. All references thereto in application and transaction forms will be replaced with references to the IMS Combined Terms Document.

2. The instruction form(s) and the IMS Combined Terms Document will form the agreement between the investor and Investec.
  - 2.1 Where the investor is invested in the Investec living annuity or Access product the terms of the relevant policy document will apply. In addition the investor will also be contracting with IAL.
  - 2.2 Where the investor is invested in the Investec retirement funds, the retirement funds' rules will also form part of the agreement.
  - 2.3 Where the investor is invested in the GlobalSelect product, the GlobalSelect fund list, and where applicable, the policy document and the terms contained in the constitutional documents of the relevant offshore funds will apply.
3. The relevant instruction form may only be signed by the investor or a discretionary FSP acting on behalf of the investor. Where the instruction form is signed on behalf of the investor, the signatory warrants that he/she has authority to do so, that the information contained therein is correct in all respects and he/she indemnifies Investec against any and all damages and/or loss arising from such event. (not applicable to GlobalSelect Access)
4. Notwithstanding 3 above, application forms may only be signed by the investor.
5. In the event that the investor is a minor, any one of the parents or legal guardians is required to sign all investment documentation on behalf of the minor, until the minor reaches the age of 18. Investec is legally obliged to act on the instructions of any one of the parents or legal guardians, in terms of the Children's Act, 38 of 2005.
6. By submitting an application or instruction form the FSP warrants that the signature(s) on the form, where relevant, is that of the investor and that the investor had the intention of signing the document.
7. In the event that the investor is not a natural person, a resolution from the legal entity (trust, company, close corporation or partnership) giving the signatory(ies) authority to sign on behalf of the legal entity, may be required. Investec shall not be liable or responsible, for any reason, in the event that the signatory(ies) is/are not duly authorised and the signatory(ies) indemnifies Investec against any and all damages and/or loss arising from such event.
8. The investment will only come into effect if Investec has informed the investor in writing that the application form has been accepted and if Investec has received the initial investment amount.
9. In the event that this application form is faxed, emailed or submitted via the web to Investec, the responsibility of ensuring that the instruction has been received and actioned by Investec will lie with the investor and/or FSP. A fax confirmation, or printed copy of a sent email, in the hands of the sender will not be regarded as proof that Investec received a specific document.
10. If the details are insufficient, unclear and/or the relevant investment instrument is not offered by Investec, all money received from the investor will be placed in an interest-bearing account at the discretion of Investec, until Investec receives a valid instruction.
11. Investec will not be liable for any loss incurred by the investor or FSP due to incorrect information being supplied by the investor or FSP. Investec reserves the right to withhold processing of any unclear, incomplete or ambiguous instructions received from the investor or FSP.
12. Investec will not be held responsible, accountable or liable for any loss or damage suffered by the investor due to delays in the processing of any instruction form, or rejection of any instruction form caused by the failure of the investor's FSP to obtain authorisation from the FSCA or due to the incorrect information being supplied by the investor and/or the FSP, or for any acts or errors of commission or omission by any third parties, or for the timing standards, practices and procedures of such parties.
13. Investec will not be liable for any damages or losses of whatsoever nature arising out of Investec's failure to action any instruction due to occurrences beyond the control of Investec.
14. Investec warrants that it holds professional indemnity and fidelity insurance cover as required by FAIS.
15. All investments will be held in the name of an independent nominee company approved by the FSCA and all money received on behalf of the investor will be held in trust by the nominee company (excluding Investec GlobalSelect Access).
16. Investec is entitled to change, at its discretion, any of the unit trusts, call accounts or investment instruments it offers from time to time.
17. Investec does not guarantee the performance or availability of any instruments linked to the investment.
18. The agreements entered into by Investec in respect of an investment instrument as well as the instruments are subject to statutory and regulatory requirements. If any of these requirements impact on the agreements and/or on the return generated by any instruments, Investec reserves the right to revise the benefit under the instruments accordingly.

19. Statements will be sent to the investor at regular intervals not exceeding three months. Electronic copies of statements are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com).
20. Investec will only process instructions that are submitted on the latest version of Investec's standard transaction forms which are available at [www.investecassetmanagement.com](http://www.investecassetmanagement.com).
21. Where applicable, copies of all verification documentation must accompany the application form unless the FSP has signed the FICA declaration in the application form. Investec will not be obliged to process the application form until it has received the verification documentation and Investec will not be liable for any loss or damage of whatsoever nature arising from the inability of Investec to process the application form due to the fact that the requirements of FICA have not been complied with.
22. The investor indemnifies and holds Investec harmless against any loss or damage which the investor may suffer as a result of any commission or omission by Investec which is a result of an obligation imposed on Investec by FICA.
23. Unit trust prices are calculated on a net asset value basis by determining the total market value of all assets in the unit trust portfolio, including any income accruals' less any permissible deductions from the unit trust portfolio. The following costs may be deducted from the unit trust portfolio: brokerage fees, securities transfer tax, value added tax, interest and dividend withholding taxes, auditors' fees, bank charges, trustee and custodian fees and the service charges of the manager.
24. The manager may borrow up to 10% of the market value of the unit trust portfolio to cater for insufficient liquidity.
25. Investments placed with the manager are made, and will be administered, subject to the provisions of CISCA, in accordance with the deeds of the relevant manager, and subject to the manager's fee structure.
26. The manager will redeem units in accordance with the requirements of CISCA and the relevant deeds.
27. If a proportionate income has been selected, income will be generated by redeeming instruments proportionately across the investor's entire portfolio. If the investor has selected incomes from a nominated source, income will be generated by redeeming the nominated instruments only. If one of the nominated instruments has insufficient value, Investec will draw the total income amount proportionately from the remaining nominated instrument(s). If there is insufficient value in all the nominated instrument(s), Investec will automatically revert to drawing the income proportionally from all available instruments, until an instruction is received to update the income from a nominated source (applicable to InvestecBond, matured Investec Access and Investec Investment Linked Life Annuity).
28. The minimum phasing-in term is three months and the maximum is 24 months. The phasing-in shall commence by the first working day of the following month in which the investment is made, provided the investment takes place before the 20th day of the month that the investment is made.
29. It may be necessary to reduce the number of units that the investor owns in any FundSelect instrument if the expenses of the said instrument exceed the income of the instrument. This rebalancing of units will not affect the value of the investor's investment in the relevant FundSelect instrument at the time of balancing.
30. Investec shall at all times be entitled to place reliance on any instruction from the investor or his FSP. Investec shall not be liable or responsible for any interpretation it places on such instruction. In this regard, Investec shall be entitled to accept as correct, such instruction, and Investec shall not be required to check or confirm the veracity of such information for instruction.
31. Investec reserves the right to set-off any amount owed to it by the investor, for any reason, by appropriating and using any amount in any other investment or product held by the investor at Investec. Investec shall not be required to obtain the investor's prior consent in this regard.
32. In the event that an investor instructs Investec to cancel his/her/its FSP's appointment and failing the appointment of a new authorised FSP, Investec shall be entitled to move the investor to the Client Service Centre. The Client Service Centre does not provide investors with advice and will only provide information on request. The investor may, at any time thereafter, advise Investec of a new FSP's appointment, in which case a new FSP's appointment form and mandate (where applicable) must be completed by the investor and sent to Investec. Investec shall not be liable or responsible for any reason, in the event of the investor not notifying Investec of the cancellation of any FSP's appointment and mandate or in the event of a dispute existing between more than one FSP acting or purporting to act on behalf of the investor.
33. Investec will not be responsible for or guarantee the performance of the investor's investment. Investec will not be liable for any loss the investor may incur as a result of the investor acting on inadequate or insufficient advice.
34. In the event that an investor has not appointed an FSP the investor will be required to sign the relevant indemnity form which is available on request from the Client Service Centre.
35. Should a FundSelect investor cancel their agreement with an FSP, a switch form must be submitted instructing Investec to switch FundSelect instruments into the corresponding FundChoice instruments. The applicable annual advisor fees will be set to zero. Should the investor fail to submit a switch form, Investec will automatically switch the funds into the equivalent FundChoice portfolio.

36. In the event that an investor instructs Investec to cancel his discretionary FSP's appointment, and Investec has been informed that in terms of the agreement between the client and the FSP a notice period is applicable, Investec may continue to pay fees to the existing financial advisor for the remainder of the notice period. The maximum notice period allowed in terms of the FAIS Code of Conduct for Discretionary FSP's is 60 days.
37. Where an investor appoints an FSP, it is the investor's responsibility to ensure that the FSP is authorised in terms of the FAIS, to advise on financial products.
38. By signing an instruction form, and where the investor has previously contracted with the Independent Investment Trust in relation to the administration of their investment, they hereby agree to assign all their rights and obligations in relation to the Independent Investment Trust to Investec.
39. In the event that Investec is required to process a backdate as a result of an error in the processing of a transaction the investor will be placed in the position they would have been in should the error not have occurred.

40. Minima for initial investments, transfers and additions (not applicable to share portfolios):

Initial investment amount (excl. IMS Tax Free Savings Account)	R100 000
Initial transfer amount (excl. IMS Tax Free Savings Account)	R250 000
Initial investment amount Tax Free Savings Account	R10 000
Additions	R10 000

41. Minima for debit orders (not applicable to share portfolios, preservation funds or living annuities):

Debit order: InvestecBond	R1 000 per month investment
Debit order: Investec IMS Tax Free Savings product and Retirement Annuity	R500 per month

42. Provided that all required forms and documents have been received by Investec and rejections resolved, and subject to any delays caused by occurrences beyond the control of Investec, amounts received by once-off debit, debit order or EFT will be invested within one business day even though the amount may not have been unconditionally credited to the Investec account.
43. Should a once-off debit collection return unpaid, IMS reserves the right to recover any losses from the bank account holder as a result of the correction required.
44. Investec may receive a platform management fee from managers and product suppliers as payment for client service and administration functions performed by Investec for such product suppliers. This fee may change from time to time. These functions include, but are not limited to, individual investor-level record keeping and compliance, the accompanying aggregation and reconciliation of investors' investments, as well as reporting to investors. Information regarding such platform fees can be obtained from Investec on request. Investors do not incur any extra costs or fees as a result of the receipt of these platform management fees by Investec, and in the case of iSelect and FundChoice investors will benefit from the fund fee rebate.
45. The investor acknowledges that the manager may from time to time instruct IMS to switch investors into a different class of shares within the same unit trust portfolio, and you hereby consent to such switch. You further acknowledge that in some instances the manager may charge a higher management fee in the class of shares you may be switched into. IMS shall provide reasonable notice as required to affected investors of the effective date of such switch and of alternative options to affected investors.
46. The investor acknowledges that the manager may from time to time instruct IMS to switch off any platform management fee or rebate IMS receives from a manager. The investor agrees that in such instances it shall no longer benefit from such platform management fee or rebate. IMS shall provide reasonable notice as required to affected investors of the effective date of such change and of alternative options available to affected investors.
47. In respect of investments where investors' cash is placed on call, Investec receives a platform management fee from Investec Private Bank as payment for client service and administration functions performed by Investec on behalf of Investec Private Bank. This fee may change from time to time. These functions include, but are not limited to, individual investor-level record keeping and compliance, the accompanying aggregation and reconciliation of investors' investments, as well as reporting to investors. Information regarding such platform fees can be obtained from Investec on request. Investors do not incur any extra costs or fees as a result of the receipt of these platform management fees by Investec.

## 5. Product specific terms

### Savings products

#### InvestecBond

1. The investments placed with the manager are made, and will be administered subject to the provisions of CISCA, in accordance with the deeds of the relevant manager, and subject to the manager's fee structure.

#### Investec Access

1. Investec Access is a sinking fund policy issued by IAL as part of its long-term insurance business under the provisions of the Long-term Insurance Act. The investment is administered by IMS on behalf of IAL.
2. The minimum investment term of the investment is five years.
3. The investor has the option to withdraw from the investment within 30 days of the date of the notice of acceptance of the investment, provided that no fund switches have occurred. Investec may deduct any cost(s) and any investment losses from the investment amount refunded. Standard transactional turnaround times will apply and proceeds will only be returned to the source bank account.
4. In terms of the regulations to the Long-Term Insurance Act, in any year an investor's annual premium is limited to 120% of the highest annual premium paid in either of the two previous years.
5. The Long-term Insurance Act restricts the investor to a maximum of one loan and one surrender during the first five-year term of the investment. The loan or surrender will be limited to the amount invested, plus 5% compound growth per annum. The loan or surrender amount will be deducted from the investment value due to the investor or any beneficiary prior to any payment of investment proceeds by Investec.
6. As the investment is subject to the Long-term Insurance Act and any other applicable law, all withdrawals must be requested in writing by the investor and will be disinvested from the portfolio.
7. A loan or surrender will only be permitted in respect of an investment that has been ceded as collateral, if the prior written consent of the cessionary to such loan or surrender has been received by Investec.
8. To the extent of the loan, the investor cedes all rights, title and interest in the said investment as security for repayment of the amount of this loan. The investor warrants that he or she is entitled to receive payment under the investment, has not been declared insolvent and has not pledged or ceded this investment in any manner whatsoever.
9. If the investor has selected an underlying investment instrument that has a fixed investment term, no loan or surrender will be granted against the value of that instrument until the instrument has matured.
10. The loan amount advanced shall be repaid as follows:
  - 10.1 at any time at the option of the investor;
  - 10.2 on demand by IAL; if any circumstances affect the basis of the investment or the loan;
  - 10.3 by way of setoff, in whole or in part, against the investment benefits;
  - 10.4 no amounts shall be paid to the investor under the investment until the loan is repaid or setoff has been applied.

#### Investec GlobalSelect Access

1. Investec GlobalSelect Access is a sinking fund policy issued by IAL (Guernsey branch) as part of its long-term insurance business under the provisions of the Long-term Insurance Act. The investment qualifies as a capital redemption contract under the Insurance Business (Bailiwick of Guernsey) Law, 2002, as amended. The investment is administered by IMS on behalf of IAL.
2. The required anti money-laundering documentation, as well as certified copies (or original documents, where applicable) of all verification documentation required by the GFSC "Handbook for Financial Services Business on countering Financial Crime and Terrorist Financing" must also accompany the application form. Investec will not be obliged to process the application form until it has received the verification documentation and Investec will not be liable for any loss or damage of whatsoever nature arising from the inability of Investec to process the application form due to the fact that the requirements of the GFSC have not been met. The obligation to supply verification documentation, as well as such information as Investec may require, is an ongoing obligation and Investec will be under no obligation to pay investment proceeds to any party entitled thereto under the investment, whether now or in the future, unless it is satisfied that all verification procedures have been satisfactorily completed.
3. No person under the age of 18 may invest in this product.
4. The investor indemnifies and holds Investec harmless against any loss or damage which the investor may suffer as a result of any commission or omission by Investec which is a result of an obligation imposed on Investec by FICA or the GFSC.
5. The investment and all the rights and obligations arising therefrom will be governed by the laws of the Bailiwick of Guernsey (without detracting in any way from the extent that Investec is subject to certain South African laws) and the Royal Court of Guernsey shall have non-exclusive jurisdiction to adjudicate any disputes.

6. As required under the Insurance Business (Licencing) Regulations, 2010 (Guernsey), Investec has concluded a trustee and custodian arrangement with an independent trustee and custodian in terms of which assets representing at least 90% of investor liabilities are at all times held in trust so as to afford protection to the investor.
7. If Investec has received the initial investment amount and it cannot be identified as belonging to the investor within ten business days of receipt of the amount, the investment amount will be returned to the source bank account.
8. Allocation of the investment amount will take place on the first available dealing date of the relevant fund. In the event that the deposit currency is not the same as the fund currency, a forex transaction will be required. Forex charges will be for the clients account and is included in the rate received at the time of the forex transaction. This may result in the allocation being delayed by one day.
9. Investec will not be liable for any losses suffered by the investor as a result of exchange rate fluctuations.
10. The Data Protection (Bailiwick of Guernsey) Law, 2001 places obligations on users of personal information and regulates the use of such information. The investor consents to the information provided to Investec being processed and used in accordance with this law and to it being transferred outside Guernsey should Investec deem it appropriate and if Investec is satisfied that the country or territory to which the personal information is to be transferred ensures an adequate level of protection in relation to the processing of personal data.
11. Investec is entitled to change, at its discretion, any of the funds, unitised funds, call accounts and other investment instruments offered by it from time to time. In the event that Investec removes a fund from the GlobalSelect fund list (available at <http://www.investecglobalselect.co.za>) the investor will have the choice to switch their investment to another investment instrument, failing which the investor will automatically be switched to the Investec US Dollar Money Fund.
12. The manager of the relevant investment instrument has the right to change the investment mandate of the investment instrument. The change in the investment might result in a change in the underlying holdings of the fund. Investors will be given one month notice of such action, but it may be necessary to give a shorter notice period if, in the opinion of Investec, this is in the best interests of the investors.
13. The investor agrees to transact in accordance with the relevant funds' minimum transaction amounts. In the event that the investor instructs Investec to transact in a fund, and the transaction amount is below the minimum transaction amount, the transaction may be rejected at the discretion of the manager or Investec. Investec shall not be held liable for any losses as a result of the transaction not being processed.
14. The investment proceeds that the investor is entitled to on redemption of the investment or where a loan is requested will be the realisable currency or currency equivalent of the investment instruments held within the portfolio at the time of redemption. The redemption or loan amounts will be paid into the investor's nominated bank account. All charges, including but not limited to bank and/or forex charges, will be for the investor's account. Investec will not be liable for any losses suffered by the investor as a result of any delays caused by the investor's bank.
15. The daily value of the investment is determined by the value of the underlying funds based on the latest available price.
16. The minimum term of the investment is five years.
17. The Long-term Insurance Act restricts the investor to a maximum of one loan and one surrender during the first five-year term of the investment. The loan or surrender will be limited to the amount invested, plus 5% compound growth per annum (the restricted amount). Where the fully surrendered and the full value of the investment exceeds the restricted amount by not more than R10 000, the full benefit may be paid to the investor. The loan or surrender amount will be deducted from the investment value due to the investor or any beneficiary prior to any payment of investment proceeds by Investec.
18. A loan or surrender will only be permitted in respect of an investment that has been ceded, if the prior written consent of the cessionary to such loan or surrender has been received by Investec.
19. If the investor has selected an underlying investment instrument that has a fixed investment term, no loan or surrender will be allowed against the value of that instrument until the instrument has matured.
20. The loan amount advanced shall be repaid as follows:
  - 20.1 at any time at the option of the investor;
  - 20.2 on demand by IAL; if any circumstances affect the basis of the investment or the loan;
  - 20.3 by way of setoff, in whole or in part, against the investment benefits;
  - 20.4 no amounts shall be paid to the investor under the investment until the loan is repaid or setoff has been applied.
21. The investor has the option to withdraw from the investment within 30 days of the date of the notice of acceptance of the investment provided that no fund switches have occurred. Investec may deduct any costs and any investment losses from the investment amount refunded. Standard transactional turnaround times will apply and proceeds will only be refunded to the source bank account.

22. If the relevant Investec GSF Money Fund falls below 0.5% of the investment value of the investor's portfolio, Investec will process a switch. The switch will be processed proportionately from the investor's other investment instruments so that the relevant Investec GSF Money Fund value is equal to 2% of the total investment value of the investor's investment.
23. In the event that one of the investment instruments elected is a model portfolio, investors may elect a monthly dealing fund(s) together with the model portfolio, but such fund(s) will not form part of the model portfolio.
24. Should the investment be made through a trust, Investec will only make beneficiary distributions as stated in the trust deed, or any subsequent amendments thereto, once Investec is in possession of original or originally certified current identification documents of each beneficiary.
25. An original switch and redemption instruction form must be provided for a loan or surrender if the investor's bank details have not been on record with Investec for a period of at least 180 days.
26. All investments in any offshore funds are subject to the terms contained in the constitutional documents of the relevant offshore funds. Copies of this documentation are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com) or from Investec.
27. Where the constitutional documents of the relevant offshore funds place restrictions on the type of investor eligible for investment in that offshore fund, the investment entered into by the investor will be subject to such restrictions.
28. When investing in share portfolios through GlobalSelect Access, the terms set out under clause 6 of these Terms will apply, unless specified otherwise hereunder.
29. When investing in share portfolios through GlobalSelect Access, the following additional terms will apply in relation to such share portfolios:
  - 29.1 Investec has entered into a stockbroking agreement with Investec Wealth & Investment (Pty) Limited (the "Stockbroker") in respect of share portfolios through GlobalSelect Access. The standard turnaround times for opening a GlobalSelect share portfolio account with the Stockbroker is at least 7 business days.
  - 29.2 Instructions to place trades on the share portfolio account must be submitted to the Stockbroker by the Investor's appointed discretionary FSP. The Investor is not permitted to issue trade instructions directly to Investec. In the event that the Investor terminates the relationship with their appointed discretionary FSP, the Investor will be required to appoint a new discretionary FSP, failing which, all instructions will have to be placed through the Stockbroker and the Investor will need to sign up to the Stockbroker's terms and conditions.
  - 29.3 The Investor will be responsible for payment of any custody charges in respect of the share portfolio, as detailed in the share portfolio addendum which the Investor will sign with Investec.
  - 29.4 All payments to and from the share portfolio account will be made in US Dollars, regardless of the currency deposited in the GlobalSelect Access bank account. The Investor will be responsible for payment of any applicable foreign exchange charges and any bank charges associated with payments to and from the share portfolio account. Payments will be affected by settlement times, including payments into the share portfolio account and redemptions from the share portfolio account.
  - 29.5 Investec has determined certain investment restrictions in respect of the types of securities that may be invested in through the share portfolio account. Such investment restrictions may result in a rejection of a trade instruction. Investec shall not be liable for any losses suffered by the Investor as a result of a rejection due to a breach of the investment restrictions by the Investor's discretionary FSP or the Stockbroker.
  - 29.6 Investing in portfolios that contain global securities introduces additional currency risk. Turnaround times are likely to be longer for all transactions due to the settlement of foreign exchange as well as different settlement times of securities on various foreign exchanges. Investec shall have no liability for any adverse exchange control fluctuations that may arise from such transactions.
  - 29.7 Investec will not reclaim non-SA withholding tax suffered on dividends where this exceeds the rates agreed in the relevant double taxation agreements in place between South Africa and the country where the relevant security is domiciled (the "country of investment"). Investec will however claim a reduction in non-SA withholding tax in a country of investment where that country allows such claims to be made prior to payment of dividends. Where required, Investec will deduct additional South African dividends withholding tax as required by SARS.
  - 29.8 All corporate actions in relation to the share portfolio will be acted on by the appointed discretionary FSP. In the event that an instruction is not acted on, the default will apply. Investec shall not be liable for any losses suffered by the Investor as a result of the failure of the discretionary FSP to act timeously on a corporate action.
  - 29.9 In the event of a 100% withdrawal from a share portfolio account, proceeds will be withheld until such time that all outstanding corporate actions or other instructions have been closed out by the Stockbroker.
  - 29.10 Trade turnover in the share portfolio account will be restricted to 30% per annum. Annual turnover is determined by dividing the cumulative sum of all trades for the relevant year by the average total assets of the portfolio over the same period.

### Investec GlobalSelect Investment Portfolio

1. IMS appoints IAM to issue instructions where necessary to the appointed custodian in respect of the discretionary management of the underlying assets.
2. All investments will be held in the name of an independent nominee company, approved by the FSCA. Money received on behalf of investors will be held in trust by the nominee company, with an independent custodian.
3. The investment will only come into effect if Investec has informed the investor in writing that the application form has been accepted and if Investec has received the initial investment amount. If the investment amount cannot be identified as belonging to the investor within ten business days of receipt of the amount, the investment amount will be returned to the source bank account.
4. Allocation of the investment amount will take place on the first available dealing date of the relevant fund. In the event that the deposit currency is not the same as the fund currency, a forex transaction will be required. Forex charges will be for the clients account and is included in the rate received at the time of the forex transaction. This may result in the allocation being delayed by one day.
5. Except for the required FICA documents, certified copies (or original documents, where applicable) of all verification documentation required by the GFSC "Handbook for Financial Services Business on Countering Financial Crime and Terrorist Financing" must also accompany the application form. Investec will not be obliged to process the application form until it has received the verification documentation and Investec will not be liable for any loss or damage of whatsoever nature arising from the inability of Investec to process the application form due to the fact that the requirements of the GFSC have not been met. The obligation to supply verification documentation, as well as such information as Investec may require, is an ongoing obligation and Investec will be under no obligation to pay investment proceeds to any party entitled thereto under the investment, whether now or in the future, unless it is satisfied that all verification procedures have been satisfactorily completed.
6. Where required by law Investec will provide client information to the appointed custodian.
7. Investec will not be liable for any losses suffered by the investor as a result of exchange rate fluctuations.
8. Investec is entitled to change, at its discretion, any of the funds, unitised funds, call accounts and other investment instruments offered by it from time to time. In the event that Investec removes a fund from the GlobalSelect fund list (available at <http://www.investecglobalselect.co.za>), the investor will have the choice to switch their investment to another investment instrument, failing which the investor will automatically be switched to the Investec US Dollar Money Fund.
9. The manager of the relevant investment instrument has the right to change the investment mandate of the investment instrument. The change in the investment might result in a change in the underlying holdings of the fund. Investors will be given one month notice of such action, but it may be necessary to give a shorter notice period if, in the opinion of Investec, this is in the best interests of the investors.
10. The investor agrees to transact in accordance with the relevant funds' minimum transaction amounts. In the event that the investor instructs Investec to transact in a fund, and the transaction amount is below the minimum transaction amount, the transaction may be rejected at the discretion of the manager of Investec. Investec shall not be held liable for any losses as a result of the transaction not being processed.
11. Investec will deposit all redemption amounts into the investor's nominated bank account net of all taxes and costs applicable to the portfolio. Investec will not be liable for any losses suffered by the investor as a result of any delays caused by the investor's bank.
12. Any charges, including but not limited to bank and/or forex charges relating to the repayment of a redemption amount, will be for the investor's account.
13. The daily value of the investment is determined by the value of the underlying funds based on the latest available price.
14. The investment proceeds that the investor is entitled to on redemption of the investment will be the realisable currency or currency equivalent value of the investment instruments held within the portfolio at the time of redemption, less all taxes, costs and charges.
15. No switch or redemption instruction can be cancelled or withdrawn after it has been submitted to Investec.
16. If the relevant Investec GSF Money Fund falls below 0.5% of the investment value of the investor's portfolio, Investec will process a switch. The switch will be processed proportionately from the investor's other investment instruments so that the relevant Investec GSF Money Fund value is equal to 2% of the total investment value of the investor's investment.
17. In the event that one of the investment instruments elected is a model portfolio investors may elect a monthly dealing fund(s) together with the model portfolio but such fund(s) will not form part of the model portfolio.
18. Investec shall not be responsible or liable for risk or loss associated with or occasioned by the underlying funds or the relevant managers; including but not limited to market risk, liquidity constraints and/or negligence or fraud of the manager.

19. All investments in any offshore funds are subject to the terms contained in the constitutional documents of the relevant offshore funds. Copies of this documentation are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com) or from Investec.
20. Where the constitutional documents of the relevant offshore funds place restrictions on the type of investor eligible for investment in that offshore fund, the investment entered into by the investor will be subject to such restrictions.

**Investec IMS Tax Free Savings Account**

1. Investec IMS Tax Free Savings Account is governed by the Income Tax Act, as well as the regulations contemplated in section 12T(8) of the Income Tax Act, 1962.
2. Only natural persons may invest in the Investec IMS Tax Free Savings Account.
3. Total contributions to all tax free investments shall be limited to such amounts as determined by Section 12T of the Income Tax Act, (currently R33 000 per tax year and R500 000 per lifetime) and shall be in cash. It is the investor's responsibility to monitor their total contribution to all TFSA's (including tax free investments with other providers).
4. Total contributions to all TFSA's in excess of the prescribed limits shall be subject to 40% tax of the excess payable by the investor to SARS.
5. All returns (interest, dividends and capital gains) will be tax free in the hands of the investor.
6. Any withdrawals in respect of a TFSA owned by a minor, must be paid into a bank account in the name of the minor.
7. A transfer to a TFSA will be subject to the regulations contemplated in Section 12T(8) of the Income Tax Act.
8. No security or outright cessions of TFSA's are allowed.
9. There are no restrictions in terms of withdrawals from the TFSA and all withdrawals are tax free. Any additions to the TFSA will however be subject to the contribution limits as per Section 12T of the Income Tax Act.

**Retirement products**

**Investec Investment Linked Preservation Funds/Retirement Annuity / Group Retirement Annuity / Retirement Fund Portfolio**

1. The retirement funds are registered with the FSCA and SARS and are governed by the Pension Funds Act, and the Income Tax Act. The trustees of the retirement funds have appointed IMS as the administrator of the retirement funds.
2. The trustees of the retirement funds have entered into agreements with certain unit trust managers and financial institutions to allow the investors the opportunity to invest in their unit trust portfolios and investment instruments. This does not imply an endorsement by the trustees. The risk and responsibility of selecting between the various portfolios and instruments remains that of the investor at all times.
3. This investment may not be ceded, assigned or pledged and is subject to Section 37A and B of the Pension Funds Act.
4. Section 37C of the Pension Funds Act governs the distribution of benefits on death of the investor. In terms of this section the board of trustees have a duty to apportion the benefits equitably between the investor's dependants and/or nominees. The investor's nomination will assist the board of trustees in making these decisions, however payment to the nominated beneficiary is not guaranteed.
5. Preservation fund and retirement annuity fund benefits may be transferred to other preservation funds or retirement annuity funds in terms of section 14 of the Pension Funds Act. The transfer process requires additional documentation and processing and will therefore fall outside of standard turnaround times.
6. Benefits will automatically be disinvested from the market when:
  - 6.1 An application for a tax directive is processed as a result of an instruction from an investor to pay a retirement or withdrawal benefit;
  - 6.2 The trustees of the relevant retirement fund have approved the payment of an ill-health (disability) benefit;
  - 6.3 Notification of the death of the investor is received;
  - 6.4 A section 14 transfer instruction is received. However (in respect of section 14 transfer instructions only), an investor may choose to remain invested in the market in which case they will be required to complete additional documentation.
7. Investec has issued a retirement fund policy to each of the Retirement Funds which will enable investors to gain access to the offshore funds.
8. The investor does not have the option to withdraw from the investment within 30 days of the notice of acceptance of the investment.
9. For the avoidance of doubt, in the case of Investec Investment Linked Group Retirement Annuity, the above provisions will apply to each member.

10. In the case of Investec Investment Linked Group Retirement Annuity the minimum monthly contribution to be made by the Group RA employer is R1 000 per member per month.
11. The Investec Retirement Fund Portfolio is only available to institutional investors.
  - 11.1 The annual administration fee will be agreed between the Investor and IMS from time to time.
  - 11.2 Investments will only be processed once all "in progress" instructions have been processed and completed.

**Investec Investment Linked Life Annuity**

1. The investment is underwritten by IAL and is administered by IMS on behalf of IAL.
2. Living annuities are governed by the Income Tax Act.
3. Investments provided by Investec and other third parties, are administered subject to the standard terms of Investec and the other third parties as the case may be.
4. The Investec Investment Linked Life Annuity can only receive an investment where the origin is an approved retirement fund and where the rules of the transferring fund allows for the purchase of an annuity in the investor's name and for his/her benefit.
5. Where Investec receives the investment amount and a correctly completed application form before the 20th day of the month, the first annuity payment will be made on the last day of that month. Where receipt takes place on or after the 20th day of the month, the first annuity payment will be made on the last day of the following month. If the 20th day of the month is not a business day, the first business day preceding the 20th day will be used as the cut-off day.
6. The investor's income will be calculated using the investment value on the first business day of the month in which the anniversary date occurs, if the anniversary date is on or before the 20th of the month. If the anniversary date is after the 20th of the month, the investment value and income will be calculated on the first business day of the following month.
7. Payment of benefits as annuities are made monthly or at intervals of 3 or 6 or 12 months as the investor may select.
8. The investor will be obliged to draw an income of between a minimum and maximum percentage per annum (of the investment value at the anniversary date) which percentage is determined by SARS from time to time. Income will be generated by redeeming the underlying investments.
9. The amount of the income is not guaranteed and is calculated as a percentage of the value of the investment. The income may be reviewed annually on the investment's anniversary date, in accordance with the legislation pertaining to living annuities.
10. Should an investor have more than one deal linked to a certain income group number, the income will be calculated using the total investment value of all deals linked to that group number. The investor may nominate the full income due to be redeemed from a certain deal, or a number of deals, linked to the specific income group number.
11. It is possible to have more than one income group number allocated to a specific contract.
12. Additions to existing income groups, where an amount denominated income is currently applied on the income group will result in the income on the addition being calculated using the effective income percentage of the income group but the income will remain amount denominated.
13. Living annuities may be transferred from one insurer to another in terms of section 37(2) of the Long-term Insurance Act. The transfer process requires additional documentation and processing and will be therefore fall outside of standard turnaround times.
14. Where Investec receives the investment amount by way of a Section 37(2) transfer, the investor's income will be calculated using the investment value on the first business day of the month in which the anniversary date occurs.
15. Although the Investec Investment Linked Life Annuity is a life product the investor does not have the option to withdraw from this investment within 30 days of the date of the notice of acceptance of the investment, as a cooling period does not apply.
16. The annuity is compulsory, non-commutable and may not be transferred, assigned, reduced, hypothecated or attached by creditors as contemplated by the provisions of Sections 37A and 37B of the Pension Funds Act No. 24 of 1956, and as provided for in the relevant SARS General Note, it being agreed however that the provisions of such Act regarding benefits are not applicable to this investment.
17. Save for the payment of annuities, fees and costs, no withdrawals from the investment portfolio shall be allowed; save for the instance where the full remaining value of the investment portfolio becomes at any time less than the amount prescribed by the Minister by notice in the relevant Gazette.

**Living annuity disclosures**

- 17.1 A living annuity allows investors to set income levels subject to constraints imposed by the authorities from time to time and allows one to invest in a wide range of assets.
- 17.2 The level of income an investor selects is not guaranteed for life. The level of income selected may be too high and may not be sustainable if:
  - An investor lives longer than expected with the result that the investment is depleted before death; or
  - The return on the investment is lower than that required to provide a sustainable income for life.
- 17.3 It is the investor’s responsibility (in consultation with their Financial Services Provider (FSP) where applicable) to ensure that the income that they have selected is at a level that would be sustainable for life. An investor’s income drawdown relative to the investment return must be carefully managed in order to achieve this. The table below can be used as a guide.

**Years before your income will start to reduce (in today’s money, i.e. after taking into account inflation)**

		Investment return per annum (before inflation and after all fees)				
		2.50%	5.00%	7.50%	10.00%	12.50%
Annually selected income rate	2.50%	21	30	50+	50+	50+
	5.00%	11	14	19	33	50+
	7.50%	6	8	10	13	22
	10.00%	4	5	6	7	9
	12.50%	2	3	3	4	5
	15.00%	1	1	2	2	2
	17.50%	1	1	1	1	1

- 17.4 It is important to note that the above table assumes that you will adjust your selected income percentage over time to maintain the level of income (allowing for inflation). Once the number of years in the table above has been reached, your income will diminish rapidly in the subsequent years.
- 17.5 Please ensure that your FSP has explained both the advantages and risks of living annuities to you.
- 17.6 These indicative rates are a general guideline and should be considered taking into account each investor’s financial situation and all other sources of income.
- 17.7 Living annuities may be transferred from one insurer to another at the request of the investor. Such transfer will be subject to the provisions of Directive 135A (read with Directive 135) issued by the Registrar of Long-term Insurance or any replacement thereof or supplement thereto. A living annuity may also be converted to a conventional life annuity. The conversion will be subject to the provisions of Directive 135.
- 17.8 Your investment portfolio contains investment instruments that have different levels of risk and return. It is thus important to consider the overall composition of your investment portfolio. Too high a proportion of volatile assets means there is a risk of losing capital; too low a proportion of volatile assets means there is a risk that investment returns will be too low to sustain the selected level of income. Although no legislative limits apply to living annuity investments, the asset allocation of approved retirement funds need to comply with certain prescribed limits. In order to protect a member’s retirement savings, the Pension Funds Act sets maximum limits for the different asset classes to which a retirement fund may be exposed. These limits also serve as guidelines to those with living annuities and may be used to assess the overall asset composition of your living annuity. However, this should never be seen as a substitute for obtaining professional advice and does not take your personal circumstances into account.

The following can be used as a broad guide to assess the overall asset composition of your investment portfolio:

- A maximum exposure of 75% to equity investments
- A maximum exposure of 50% to non-government debt instruments
- A maximum exposure of 40% to offshore investments (plus an additional 10% to Africa)
- A maximum exposure of 25% to property investments
- A maximum exposure of 10% to commodities
- A maximum combined exposure of 15% to other assets such as hedge funds and private equity funds.

## 6. Share portfolio terms

1. In respect of share portfolios, Investec will enter into an investment management agreement with the relevant stockbroker. The investor accepts the terms of the investment management agreement and agrees to be bound thereto. A copy of the investment management agreement is available on request from Investec. This agreement will supersede any agreement entered into between the investor and the relevant stockbroker.
2. The investor indemnifies Investec in respect of any claims which the investor may have as a result of the stockbroker failing to adhere to their mandate with the investor or as a result of the stockbroker having acted negligently, fraudulently or with wilful default in respect to the investor's share portfolio.
3. Investec will switch funds from the investor's share portfolio to the Investec Money Market fund on a bi-annual basis to ensure that sufficient capital is invested in investment instruments other than a share portfolio, to provide for the investor's annual fee and income requirements. If an investor selects 100% allocation to the share portfolio, Investec will automatically allocate 2% to the Investec Money Market Fund.
4. In the event that there are insufficient funds in investment instruments to meet any fee or income payment, Investec will send a redemption instruction to the relevant stockbroker.
5. In respect of share portfolios investors will be bound by the minimum determined by the relevant stockbroker.
6. Corporate actions: Investec will not act on behalf of the investor in respect of any corporate action. The investor will be notified of a corporate action by the relevant stockbroker and it will be the responsibility of the investor/stockbroker/FSP to act in the event that they wish to do so.
7. In the event that an investor has taken a loan from their investment and the investor wishes to repay the loan amount, this amount cannot be repaid into the share portfolio portion of the investor's investment. The investor would have to purchase other investment instruments with the repayment amount.
8. Investec's fees in respect of share portfolios will be the same as specified in the relevant fee section of this document unless different fees have been agreed to in writing.
9. The relevant stockbroker will charge an annual portfolio management fee for the management for the portfolio. Other statutory charges and brokerage may be levied on trades within the portfolio.
10. New business: Three to four business days may be required in order to open the investors' account and transfer the investors' deposit to the stockbrokers account. The stockbroker may only commence trading once the deposit is received from Investec. Investec will hold investor's funds on call until the stockbrokers account is opened. Only one share portfolio will be allowed per deal.
11. Where a switch/redemption is made from a share portfolio, the standard turnaround times will be seven business days. However, turnaround times may vary depending on the liquidity in the share portfolio.
12. No switch into a share portfolio will be allowed where share portfolios are not available within the relevant product.
13. No switches are allowed between share portfolios.
14. Where multiple source instruments are switched into a share portfolio, the switch into the share portfolio will only be processed once all source instruments have been settled.
15. Where the investor does a partial switch or a partial redemption from a share portfolio, the amount remaining in the share portfolio must meet the relevant stockbroker's minimum investment requirements.
16. Where the investor requests partial percentage redemption from or a partial percentage switch from a share portfolio, the amount redeemed or switched will be based on the last known value of the share portfolio.
17. In the event that dividends and/or interest accrue after a full (100%) redemption or switch instruction has been processed, any additional balance remaining in the share portfolio will be paid to the investor as per the original instruction.
18. In the event of a proportional or equal redemption instruction, the amount allocated to the investor's share portfolio will be excluded from the proportional calculation. In the event that the investor wishes to redeem a portion from the share portfolio, this amount must be clearly indicated in the redemption instruction.
19. No restructures will be allowed where the investor is invested in a share portfolio.
20. Where an investor is redeeming from unit trust portfolios and a share portfolio, the investor may receive multiple payments as a result of the different turnaround times and payment of subsequent interest and dividends.
21. In the event that an investor has a share portfolio, payments will only be made from the share portfolio portion of the investor's investment as a last resort. The investor must ensure that a sufficient portion of their investment is invested in other financial instruments in order to provide for fees and regular income payments.

## 7. Investec offshore life funds

1. All investments in any Investec offshore life funds are subject to the terms contained in the Offering Memoranda, Scheme Particulars or Memorandum and Articles of Association of the relevant offshore life fund(s). Copies of this documentation are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com) or from Investec.
2. Specific fees and charges may apply to certain investment instruments available for inclusion within the funds. These fees are disclosed in the constitutional documents of the relevant offshore life funds, which are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com) or from Investec on request.
3. The offshore life funds are Rand-denominated, feeder funds which invest in specific offshore collective investment schemes portfolios (which consist of shares in an open ended investment company), and which are offered by Investec.
4. The value of the offshore life funds will be affected by the value of the offshore assets held by the offshore life funds.
5. Fluctuations in the Rand/Dollar exchange rate and Rand cash holdings within the offshore life funds will affect their value.
6. Investec may require up to 90 business days prior notification of any switch and/or redemption from the offshore life funds.
7. The amount invested into any offshore life fund will be invested in a Rand-based call account selected by Investec, and will accrue interest until the date on which Investec transfers the balance to the offshore life fund(s), which date is at the discretion of Investec.
8. No regular redemptions can be made from the offshore life funds.
9. A maximum of 35% of the value of any Access or Investec Investment Linked Life Annuity product may be invested into the offshore life funds for the duration of the investments.
10. No phasing-in is permitted into the offshore life funds and no debit order investments can be made into the offshore life funds.

## 8. Transferring between product platforms

1. A compulsory purchase annuity and/or a voluntary purchase annuity may not be transferred to an iSelect product.
2. In the case of a transfer from an existing ceded product to the iSelect product range (or vice versa) the switch into funds offered in the iSelect (or other) range must be authorised in writing by the cessionary.
3. In the event that an investor has transferred from the Investec Investment Linked Life Annuity to the Investec iSelect Living Annuity or vice versa, the investor is changing his/her product platform, but retains his/her living annuity policy for Investec administration purposes.
4. In the event that the investor has transferred from the FundSelect/FundChoice product platform to the iSelect product platform, or vice versa, the investor remains an investor of the relevant registered retirement funds known as the Investec Investment Linked Preservation Pension Plan, the Investec Investment Linked Preservation Provident Fund or the Investec Investment Linked Retirement Annuity respectively. The change in name reflects a change in product platform (and not retirement fund) for Investec administration purposes.
5. In the event that the investor chooses to transfer to the iSelect product, the investor will be required to switch into funds offered in the iSelect product. This will require the investor to submit a switch form as well as the iSelect application form and the new administration fees will apply. In the event that a switch is required Investec's standard processing times may be delayed by up to 5 working days.
6. In the event of the investor choosing to switch into a fund other than a fund offered in the iSelect product, the investor will be required to transfer that portion of their investment into the appropriate product platform. This will require the investor to submit a switch form as well as an application form for the new product platform and the new administration fees will apply. In the event that a switch to a new product platform is required, Investec's standard processing times may be delayed by up to 5 working days.
7. In the event that the investor chooses to transfer to the iSelect product platform, the investor will be required to submit a redemption form as well as the iSelect application form and the new administration fees will apply.
8. In the event that the investor transfers to another product platform, the fees of that product platform as set out in the fee section of the IMS Combined Terms Document will apply to the investment.

## 9. Model portfolio terms

1. Model portfolio restructures are subject to the terms of the model portfolio agreement entered into between the FSP and IMS.
2. Restructures will be subject to available fund capacity, liquidity and exchange control regulations.
3. All investors holding investments within the model portfolio at the time that a fund replacement is processed, will be switched on the basis of the percentages detailed in the restructure form.
4. Residual balances arising from distributions (or for any other reason) reinvested after a switch, will be included in the next restructure or fund replacement request.
5. If an embargo exists in respect of a deal in a model portfolio, that deal will be included in any restructure or fund replacement.
6. An investor cannot be removed from a model portfolio as part of a restructure or fund replacement.
7. Investors with unpriced transactions will not be included in the restructure or fund replacement. This includes unpriced transactions as a result of switches, repurchases and income payments. Investors affected by these transactions will be restructured once the relevant unpriced transaction has concluded.
8. The nominated fee fund must be a daily dealing fund.
9. No monthly dealing funds are allowed within the model portfolio.
10. If the investor is investing into the iSelect or FundSelect/FundChoice product, then the investor will be placed in the default class applicable to the associated financial advisor.
11. Debit orders, annuity fundings and proportionate incomes (where applicable) will follow the switch in accordance with the percentages set out above. Nominated incomes will continue to be withdrawn from the previously elected nominated funds.
12. Model portfolio restructures and fund replacements are not possible during the monthly annual fee run.

## 10. Fees

### General

1. Specific fees and charges may be levied within certain investment instruments offered through the platform. Where relevant, these fees and charges are disclosed in the Offering Memorandum, Scheme Particulars or Memorandum and Articles of Association of the relevant investment instruments, which are available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com) or from Investec on request.
2. The FSP's maximum initial fee is 3% (excluding VAT), except for the Investec Investment Linked Living Annuity where the maximum initial fee is 1.5%.
3. A switching fee may be charged by Investec. Investec will advise the investor in writing in the event that a switching fee will be charged.
4. If the investor wishes to make an addition to their product, the fees referred to in the relevant section below will be payable for this addition. The initial administration fee applies to the addition only, but is calculated on the total investment value which includes the addition as well as all previous investments.
5. The annual administration fee applicable to the additional investment will be the same as the fees specified in the original application form, unless different fees have been agreed to in writing after the date of the original contract.
6. If annual fees are changed for FundChoice and/or iSelect, this would be applicable to the entire deal and not just the addition amount.
7. If the investor is doing a unit transfer and would like to pay his/her FSP a fee, this should be indicated in the relevant section on the instruction form.
8. The relevant fees reflect current legislation and practice. In the event that these change, the fees will be amended accordingly.
9. Certain other terms and specific fees may be applicable to investments in specialised instruments offered through the platform. Investors should consult their FSP for further information in this regard.
10. Fees are subject to change at the discretion of Investec on 90 days prior notice to the investor.
11. Where Investec receives a deposit in cash, Investec may reduce the initial investment amount by the bank charges incurred by investing the cash deposit.
12. Where applicable, Investec will pay the appointed Category II FSP. The amount to be paid will be set out in the investment management mandate or in the terms of any written agreement between the investor and the FSP.
13. One-twelfth of the FSP annual advisor fee shall accrue to the FSP monthly on the anniversary date of the investment, in arrears, to be deducted the following month.

**iSelect fees**

1. Investec will not levy an initial administration fee.
2. The manager may levy an initial fee based on the total investment amount. These fees must be taken into account when calculating the total fees and charges of the investment.
3. The manager may levy an initial fee and an annual management fee as set out in the iSelect List of Funds.
4. Investec will levy an annual administration fee (one-twelfth of this fee will accrue monthly on the anniversary date of the investment, in arrears, to Investec to be deducted the following month) on the total investment value according to the sliding scale below.

Investment value	Annual administration fee (incl VAT where applicable)
Up to and including R 3 000 000	0.46%
Next R 3 000 000	0.23%
Over R 6 000 000	0.115%

**Please note:** An administration fee of 0.57% will be levied where the investor’s total investment value is less than R100 000.

5. Investec will pay the FSP as specified in the agreement between Investec and the FSP. The amount to be paid will be as set out in the application form or in terms of any written agreement between the investor and the FSP (a copy of which must be attached to the application form).
  - 5.1 The FSP annual advisor fee is between 0% and 1% (excluding VAT) of the total investment value of all instruments within the portfolio. Should an FSP annual service fee percentage not be completed on the application form, the fee will default to zero.
  - 5.2 One-twelfth of the FSP annual advisor fee shall accrue to the FSP monthly on the anniversary date of the investment, in arrears, to be deducted the following month.
  - 5.3 IMS will redeem instruments to generate cash for the payment of fees.
  - 5.4 Should the investor wish to amend the FSP fees this must be indicated on the application form.
6. Should the FSP not be appropriately licensed to give advice in respect of share portfolios, no fees will be paid by Investec to the FSP in respect of the share portfolio portion of the investor’s investment.

**Share portfolio fees**

1. Investec will levy an annual administration fee (one-twelfth of this fee will accrue monthly on the anniversary date of the investment, in arrears, to Investec to be deducted the following month) on the total investment value according to the sliding scale below. These fees will apply to share portfolios unless otherwise specified.

Investment value	Annual administration fee (incl VAT where applicable)
Up to and including R3 000 000	0.575%
Next R3 000 000	0.345%
Over R6 000 000	0.23%

2. In respect of share portfolios the relevant stockbroker will charge an annual portfolio management fee for the management of the portfolio. Other statutory charges and brokerage may be levied on trades within the portfolio.
3. Investec will switch funds from the investor’s share portfolio to the Investec Money Market fund on a bi-annual basis to ensure that sufficient capital is invested in investment instruments other than a share portfolio, to provide for the investor’s annual fee and income requirements.
4. The investor acknowledges that there may be additional fees and expenses associated with investments in securities which may not be reflected in the fees section of the instruction form or the IMS Combined Terms Document. The investor further acknowledges that they have been made aware of any additional fees that may be charged by the stockbroker or FSP in respect of the investor’s investment in securities.

**FundSelect fees**

- Investec will levy an initial administration fee on receipt of the initial investment amount according to the sliding scale below.

Investment amount	Initial fee (incl VAT where applicable)
Up to and including R100 000	1.725%
Next R150 000	1.15%
Next R250 000	0.863%
Next R500 000	0.575%
On all amounts over R1 000 000	0.288%

**Please note:** Investments under the minimum of R50 000 will be accepted at the discretion of Investec at a 2.30% (including VAT where applicable) initial fee.

- In the event that the investor receives an annual administration or annual advice fee rebate, such rebate will exclude VAT.
- The total annual fees disclosed in the list of funds for FundSelect instruments (the total annual fees) include the FSP's annual advisor fee, the annual investment management fee referred to in the FundSelect list of funds available on [www.investecassetmanagement.com](http://www.investecassetmanagement.com), and the annual administration fee. The total annual fee will accrue on a daily basis and will be deducted within the FundSelect instruments by the relevant manager.
- Investec will pay the FSP an annual advice fee. Unless otherwise agreed with the FSP, the annual fee is 0.75% (excluding VAT) of the total investment value. Annual fees payable to the FSP can vary between 0% and 1% (excluding VAT) and are shown on the investor's investment certificate and quarterly statements. The annual advisor fee will accrue daily to the FSP and may be paid monthly by Investec. This annual investment service fee is subject to change on 90 days prior notice.
- Investec will levy an annual administration fee (including VAT) equal to the total annual fee, less the annual investment management fee referred to in the FundSelect list of funds, less the FSP's annual advisor fee. This fee will be levied on the total investment value of all FundSelect instruments within the portfolio and is subject to change on 90 days prior notice.
- Investec may transfer the investor's instrument in any FundSelect instrument from the FundSelect class of that instrument to any other class of the same instrument on 90 days prior notice. Thereafter the annual administration fee applicable to that instrument will apply.
- The investor must specifically indicate if the nominated instrument is a FundSelect instrument, failing which the FundChoice class of the same instrument will be nominated where relevant.

**FundChoice fees**

- The manager may levy an initial fee based on the total investment amount.
- Investec will levy an initial administration fee on receipt of the initial investment amount according to the sliding scale below:

Investment amount	Initial fee (incl VAT where applicable)
Up to and including R100 000	1.725%
Next R150 000	1.15%
Next R250 000	0.863%
Next R500 000	0.575%
On all amounts over R1 000 000	0.288%

**Please note:** Investments under the minimum of R50 000 will be accepted at the discretion of Investec at a 2.30% (including VAT where applicable) initial fee.

- The manager/stockbroker may levy an annual fee based on the total investment value invested in the respective fund.
- Investec will levy an annual administration fee (one-twelfth of this fee will accrue monthly on the anniversary date of the investment, in arrears, to Investec to be deducted the following month) on the total investment value according to the sliding scale below.

Investment value	Annual administration fee (incl VAT where applicable)
Up to and including R250 000	1.15% less fund rebate
Next R500 000	0.863% less fund rebate
Over R750 000	0.575% less fund rebate

An administration fee of 1.438%, less fund rebate, will be levied on investments of less than R100 000

**Please note:** Investec passes all rebates received from unit trust management companies back to investors as an offset against the annual administration fees.

5. The fees are subject to change at the discretion of Investec on 90 days prior notice to the investor.
6. The value of investments in FundSelect instruments will, within their respective products, be taken into account when determining the annual fee percentages applicable to the FundChoice investment.
7. Investec will pay the FSP as specified in the agreement between Investec and the FSP. The amount to be paid will be as set out in the application form or in terms of any written agreement between the investor and the FSP (a copy of which must be attached to the application form).
  - 7.1 The FSP annual advisor fee is between 0% and 1% (excluding VAT) of the total investment value of all instruments within the portfolio. Should an FSP annual advisor fee percentage not be completed on the application form, the fee will default to zero.
  - 7.2 One-twelfth of the FSP annual advisor fee shall accrue to the FSP monthly on the anniversary date of the investment, in arrears, to be deducted the following month.
  - 7.3 IMS will redeem instruments to generate cash for the payment of fees.
  - 7.4 Should the investor wish to amend the FSP fees this must be indicated on the application form.
8. Should the FSP not be appropriately licensed to give advice in respect of share portfolios, no fees will be paid by Investec to the FSP in respect of the share portfolio portion of the investor's investment.
9. An annual processing fee of R207.00 (including VAT where applicable) will be levied and deducted at a rate of R17.25 (including VAT where applicable) monthly in arrears on this investment.

**GlobalSelect fees**

1. The manager may levy an initial and annual fee based on the total investment value invested in the respective funds. Please refer to the relevant constitutional documents.
2. Investec will levy an annual administration fee (including VAT) (one-twelfth of this fee will accrue monthly on the anniversary date of the investment, in arrears, to Investec to be deducted the following month) on the total investment value according to the sliding scale below.

Investment value	Annual fee (incl VAT where applicable)
Up to and including USD 300 000	0.575%
Over USD 300 000	0.288%

**Please note:** Investec passes all rebates received from management companies back to investors as an offset against the annual fees. If the rebate is larger than the annual fee, the fee is reduced to a minimum of zero.

3. These fees include VAT, where applicable, and are subject to change at the discretion of Investec on 90 days prior notice to the investor.
4. Investec will pay the FSP as specified in the agreement between Investec and the FSP. The amount to be paid will be as set out in the application form or in terms of any written agreement between the investor and the FSP (a copy of which must be attached to the application form).
5. The FSP's initial advice fee is a maximum of 3% (excluding VAT) of the total investment value. Should no fee be specified the fee will be zero. Should a fee be agreed in writing by the investor at a later date, the fee will apply from the date that Investec is notified of the change. Fees will not be backdated. The FSP annual advisor fee is between 0% and 1.15% (including VAT) of the total investment value of all instruments within the portfolio. One-twelfth of the FSP annual advisor fee shall be accrued monthly on the anniversary date of the investment, in arrears, to be deducted the following month. Investec will redeem units to generate the funds for the payment of the above fees.
6. If the investor wishes to make an addition the fees referred to above will be payable in respect of such addition.
7. Fees will be recouped via the cancellation of units.
8. Foreign exchange costs: Investec will endeavour to ensure that market related costs are charged.
9. A 2% allocation to the relevant Investec GSF Money Fund in the reporting currency is required to cover the annual Investec and FSP fees. If the reporting currency is in ZAR or AUD, the allocation must be to the Investec US Dollar Money Fund. In the event that there is no balance in the relevant Investec GSF Money Fund in the reporting currency from which to deduct the fee, a switch will automatically be processed proportionately from the investor's other investment instruments. In the event that a switch cannot be processed, the accrual will carry over until there is a sufficient balance from which to deduct the fee.

## 11. Tax

### General

1. Tax will be levied in accordance with the relevant legislation and the South African Revenue practice as determined by SARS from time to time. The onus is on the investor to ensure that tax directives, where applicable, are provided to Investec.
2. Investors acknowledge the risk that tax laws change from time to time. Investec shall not be liable or responsible for any loss which an investor may suffer as a result of the change in tax legislation applicable to the investment.
3. Investec cannot provide tax advice. Should investors be unfamiliar with the applicable taxes, advice should be sought from a tax expert before investing.
4. Investec shall not be held responsible, accountable or liable for any loss or damage suffered by the investor due to the change in its tax status. If any tax law, rule, directive or the investor's tax status changes, or any other law affects the investment, Investec may amend the investment as it considers appropriate.
5. Investors will be responsible for the submission of any exemption or declaration form in relation to dividends tax. Investec will not be liable or responsible for the re-imbursalment of tax paid in the event that the investor fails to provide the relevant form.
6. The investor will be responsible for notifying Investec if they become tax resident outside South Africa. Investec will not be liable or responsible for the reimbursement of tax paid in the event that the investor has failed to notify Investec of a change of tax residency.
7. The investor acknowledges that details of his/her investment may be reported to tax authorities of South Africa and potentially other countries, in accordance with legal requirements.

### InvestecBond and Investec GlobalSelect Investment Portfolio

1. The investor is liable for tax, if any, payable in respect of the investment. It is the investor's responsibility to ensure that all taxable income is accounted for in the investor's annual tax return.
2. Investec shall provide the investor with an IT3b and IT3c tax certificates at the end of each tax year. The certificate must accompany the investor's annual income tax return.
3. The investor indemnifies and holds Investec harmless against any loss, damages (whether direct or consequential) and expenses that may arise as a result of any third party's failure to provide the investor with any tax certificate in respect of the investor's investment.
4. Where an investor holds a share portfolio in an InvestecBond product, the investor will receive tax certificates from both Investec and their stockbroker. The stockbroker tax certificate has tax information on the share portfolio. Information from both tax certificates should be included in their tax return.

### Investec Access and Investec GlobalSelect Access

1. Tax will be levied within the investment according to the relevant legislation and will be payable by Investec on behalf of the investor.
2. Investec shall not be held responsible, accountable or liable for any loss or damage suffered by the investor due to the change in or loss of its tax exempt status. If any tax, law, rule or directive or the investor's tax status changes or any other law affects the investment, Investec may amend the investment as it considers appropriate and transfer the relevant assets from its untaxed investor fund to the appropriate fund on notice to the investor. The investor will be liable for any tax, costs or charges incurred as a result of the transfer between the investor funds.

### Investec IMS Tax Free Savings Account

1. All returns from the Investec IMS Tax Free Savings Account will be tax free.
2. SARS will levy a 40% tax on any amount in excess of the R33 000 per annum or R500 000 lifetime contribution limit, which will be payable by the investor.

### Retirement funds

1. Currently no tax is levied within these investments. However, tax at the applicable rate may be payable in respect of lump sum redemptions. Investec will apply for a tax directive in respect of all lump sum redemptions. Tax directives cannot be cancelled once applied for.
2. Contribution certificates will be issued on an annual basis in respect of the Investec Investment Linked Retirement Annuity.

### Living annuity(ies)

1. Currently no tax is levied within these investments. However, tax at the applicable rate may be payable in respect of lump sum redemptions. Investec will apply for a tax directive in respect of all lump sum redemptions. Tax directives cannot be cancelled once applied for.

2. Income payments from living annuities are fully taxable unless a tax directive is obtained from SARS.
3. Tax will be deducted according to the standard PAYE tax tables and paid to SARS. Investec shall provide the investor with IRP5 and IT3a tax certificates, reflecting the income payments and the tax deducted. The certificates must accompany the investor's annual income tax return.

## 12. Transaction terms

### General

1. Instructions may be emailed to [imsinstructions@investecadmin.com](mailto:imsinstructions@investecadmin.com) or uploaded directly via our web, at <https://www.secure.sso.za.investec.com>. Emails should be smaller than 7MB and they should not contain compressed, embedded, zipped or password protected files. The only accepted formats for attachments are:
  - Microsoft word (.doc, .docx)
  - Adobe portable document format (.pdf)
  - Tagged image format file (.tif, .tiff)
2. Each instruction form must specify the applicable investment and deal numbers. Where no deal number(s) is/are specified, the instruction will be processed in respect of all deals in the contract.
3. Where a Rand amount was indicated on the switch/redemption form and the switch/redemption is to take place to/from a fund(s) which exist in more than one deal; the switch/redemption will be done proportionately across all deals for that fund unless otherwise indicated.
4. No switch, loan or redemption instruction can be cancelled or withdrawn after it has been submitted to Investec.
5. To be effective for the following month, changes to new and existing debit orders must be submitted before the 24th day of the month (if the 24th day of the month is not a business day then the first business day before the 24th day of the month).
6. A debit order collection which fails will require Investec to do a debit order reversal on the investor's investment. Debit order reversals incur a fee which will be levied on the investor's investment.
7. A debit order collection that fails may be cancelled immediately or on the second consecutive failure, depending on the bank's reason code. The debit order may only be reinstated when the investor completes and submits a change of details form.
8. Investec must receive any change of income instruction on or before the 19th day of the month (if the 19th day is not a business day, then the first business day prior to the 19th day), for the changes to be effective that month.
9. Any change of details you have submitted may still be in process at the time that pre-scheduled correspondence is generated. Therefore, changes may not be reflected in that correspondence.

### Switches and redemptions

1. Where the investor or FSP wishes to submit separate instructions for switches and/or redemptions, it is the responsibility of the investor or FSP to ensure that the previous instruction has been processed before the following instruction is submitted. Investec will not be liable for any damages or loss of whatsoever nature arising out of the possible delay where subsequent instructions are submitted before the previous instruction is completed.
2. If the investor has regular recurring transactions in respect of the investment, the instruction cannot always be effected within the standard turnaround time. The cut-off time for instructions on such investments is usually the 20th of the month. Instructions submitted between the cut-off date and the end of the freeze period will only be actioned after the freeze period. Please contact IMS to confirm the cut-off date for this month.
3. Unless specifically instructed to the contrary by the investor on submission of a switch or redemption instruction, if this instruction is affected by any decision of a unit trust manager to invoke the ringfencing provisions contained in CISCA, Investec will withdraw the affected portion of this instruction on behalf of the investor and resubmit it at the next available opportunity when the affected portion of this instruction is not subject to ringfencing. Investec will not be liable for any damages or loss of whatsoever nature arising out of this withdrawal and/or resubmission of this instruction under these circumstances. Any portion of this instruction that is unaffected by the ringfencing will be actioned.
4. Switches in respect of Investec Investment Linked Life Annuity and the InvestecBond with regular capital payments will not be actioned if received by Investec during the period from the 20th day of any month, (if the 20th day of the month is not a business day then the first business day before the 20th day of the month), until the second last business day of that month.
5. New instructions or changes to payments will not be effective in the month of receipt, unless received in writing by Investec prior to the 20th day of the month, (if the 20th day of the month is not a business day then the first business day before the 20th day of the month).

6. Switch instructions in respect of the InvestecBond with annuity funding and/or monthly feed investments will be actioned if received in writing by Investec between the 20th day of the month, (if the 20th day of the month is not a business day then the first business day before the 20th day of the month) and the second last business day of that month.
7. Switches cannot be processed in respect of the InvestecBond, Investec Access, Investec Tax Free Savings Account and the Investec Investment Linked Retirement Annuities Fund where monies are received via debit orders, on the first and second business days of any month.
8. Due to the nature of a bulk switch, Investec may not be able to process the bulk switch within the standard turnaround times.
9. Where the investor has terminated his investment in a particular unit trust, and that unit trust has declared but not yet paid a distribution in respect of the units held by the investor prior to his disinvestment therefrom, any distribution accruing to the investor shall remain in such unit trust. The investor shall be required to complete the standard switch and redemption instruction form in respect of the distribution amounts if the investor requires the distribution to be switched to another fund, or to be redeemed as the case may be. Investec reserves the right on an ad hoc basis, to consolidate small residual amounts in any investment.
10. Where the investor has switched out of a particular unit trust and that unit trust has declared but not yet paid a distribution, any distribution accruing to the investor shall, where possible, automatically be reinvested in the unit trust within the portfolio, with the highest value.
11. In the event that an investor submits a switch or a redemption instruction this may result in a disposal for capital gains tax purpose.
12. Redemptions, where required, will be generated by redeeming amounts from the underlying portfolios. Monies from the redemption of investments will not be paid to third party bank accounts.
13. If the investor has selected an underlying investment instrument that has a fixed investment term, no redemption from such investments will be allowed until the instrument has matured.
14. Limitations on redemptions may be imposed as permitted by the Act and the Deed.

#### **Turnaround times (excluding GlobalSelect products)**

1. Instructions must be received before 13h00 in order to be processed on the next business day.
2. New business: Lump sum investments in the underlying investment option(s) will be made within seven business days after Investec has received and accepted a correctly completed application form together with any required documentation and the total investment amount. If a phasing-in term has been selected, Investec will ensure that the monies are invested within the first seven business days of each month during the phasing-in term, subject to any delays caused by the relevant manager, and any other third party or any other occurrences beyond the control of Investec.
3. Switches: Where a switch is processed between the unit trusts of one management company, the switch may take up to three business days. Where more than one management company is involved, switches may take up to five business days.
4. Full and partial redemptions: The processing of a redemption may take up to four business days. Turn-around times may be subject to delays caused by a third party or any other occurrences beyond the control of Investec. Investec does not guarantee the turn-around times in these circumstances and cannot be held liable for losses caused by such delays. A threshold is determined on a daily basis and any redemption exceeding this threshold will be confirmed by IMS. Should confirmation not be obtained the redemption instruction may be delayed and the standard turnaround times and value dates may not apply.
5. Product platform transfers: Where an investor is transferring between Investec product platforms, these transfers may take a minimum of six business days to process. Where a switch is required at the time of transfer, the transfer may take up to eight business days to process.
6. Standard turnaround times may not apply where other transactions (including distributions, debit orders, incomes or previously submitted switches or redemptions) are in progress or pending processing.

#### **Turnaround times GlobalSelect products**

1. Instructions must be received before 13h00 in order to be processed on the next business day.
2. The turnaround times for daily, weekly and monthly dealing funds are set out in the GlobalSelect fund list (available at <http://www.investecglobalselect.co.za>).
3. Turnaround times are indicative only and may be subject to delays caused by third parties and/or any other occurrences beyond the control of Investec or its administrative agents. Investec will not be liable for any loss suffered by the investors as a result of such delays.
4. Allocation of the investment amount will take place on the first available dealing date of the relevant fund. In the event that the deposit currency is not the same as the fund currency, a forex transaction will be required. This may result in the allocation being delayed by one day.

5. In respect of switches please refer to the settlement timelines in the GlobalSelect fund list in order to determine the settlement date. The new units will be allocated on the first available dealing date on/after the settlement date of the source fund. In the event that the currency of the source fund is not the same as the currency of the destination fund, a forex transaction will be required. This may result in the unit allocation being delayed by one day.
6. Redemptions will be processed on the first available dealing date of the relevant fund. The payment of the proceeds will depend on the settlement date of the relevant fund. If there is more than one type of fund (i.e. daily/weekly and monthly) payment of the daily and weekly dealing fund proceeds will be made first. Payment of the proceeds from the monthly dealing funds will follow at a later date.
7. The proceeds of any redemptions or loans will be paid to the investor as specified in the turnaround times set out in the GlobalSelect fund list.

**Cessions:**

1. Where an investment is ceded as collateral, standard turnaround times will not apply. Once all required documentation has been received from the investor and cessionary, an additional two business days are required to process a switch or redemption instruction.
2. Investec shall not be liable to the investor or any third party, for any reason whatsoever, arising out of or in connection with the cession, assignment, making over or transfer of any right or delegation of any of the investor's obligations in respect of any investment, occurring without the prior written confirmation from Investec that the cession has been noted.
3. Should a dispute arise out of the cession, assignment, making over or transfer of any of the investor's rights or delegation of any of the investor's obligations in respect of his investment, the investor agrees that Investec shall not be obliged to act on any instructions of the investor or any third party, until the finalisation of the dispute to the satisfaction of Investec. The investor agrees to hold harmless and to indemnify Investec against any claim by any party arising from any loss, damages (whether direct or consequential) and expenses Investec may suffer of whatsoever nature arising from such acts.
4. The cessionary, assignee, transferee or any other party taking over any of the investor's rights and/or obligations in respect of the investor's investments shall be bound to the IMS Combined Terms Document as well as the relevant instruction form.
5. Investec will only act on instructions signed by both the investor and the cessionary, where the investment was ceded as collateral.
6. The Investec IMS Tax Free Savings Account and Investec Retirement Annuity may not be ceded.

### 13. Complaints procedure

As we value your support as a client, we place a strong emphasis on maintaining a long-term relationship with you that is open, trustworthy and transparent. In view of this, we encourage you to address your complaints, queries and concerns to us on:

#### Unit trusts

E-mail: **UTcomplaints@investecmail.com**

Fax: 0861 500 100

Postal address: PO Box 1655, Cape Town, 8000

#### Portfolio products

E-mail: **PPcomplaints@investecmail.com**

Fax: 0861 500 300

Postal address: PO Box 785700, Sandton, 2146

Investec Asset Management has a formalised complaints procedure to ensure the issue is resolved timeously and to your satisfaction.

The complaints procedure is as follows:

1. All complaints must be submitted in writing to ensure that we have the correct details and that the procedure is managed efficiently and effectively.
2. Written acknowledgement of our receipt of your complaint will be sent to you within three working days.
3. We undertake to evaluate all complaints equitably and will respond to your complaint as soon as we have completed our investigation.
4. All written complaints received will be reviewed and dealt with by the Complaints Officer in a professional and proficient manner.
5. Every effort will be made to respond to your complaint within 20 working days.
6. If a complaint is not resolved to your satisfaction, you are entitled to contact the relevant Ombud to adjudicate the matter. Depending on the product you are invested in, and the industry concerned, you may contact one of the following Ombuds offices:

#### The Ombudsman for Financial Services Providers

Address: PO Box 74571, Lynwood Ridge, 0040

Telephone: (012) 470 9080

Fax: (012) 348 3447

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

#### The Pension Funds Adjudicator

Address: PO Box 651826, Benmore, 2010

Telephone: 087 942 2700

Fax: 087 942 2644

Email: [enquiries@pfa.org.za](mailto:enquiries@pfa.org.za)

#### The Ombudsman for Long-term Insurance

Address: Private Bag X45, Claremont, 7735

Telephone: (021) 657 5000

Fax: (021) 674 0951

Email: [info@ombud.co.za](mailto:info@ombud.co.za)

## 14. Processing of personal information

Investec will only collect, process, transfer and disclose your information for:

- providing you with its products and services,
- managing your investments,
- complying with your instructions or the instructions of your appointed financial advisor,
- verifying your identity,
- detecting and preventing fraud or money laundering,
- compliance with laws and public duties,
- monitoring and/or recording of telephone calls and electronic transactions with you in order to accurately carry out your instructions or those of your financial advisor,
- assisting in improving our services and in the interests of security and crime prevention and analysis in order to assess and improve our business or the business of the Investec Group and the services offered as well as for operational, marketing, audit, legal and record keeping purposes,
- any other legitimate purpose.

In addition, Investec may collect necessary information from you directly, from your appointed agent, authorised financial services provider, any Regulator, Credit Bureau or other third party that may hold such information.

Website usage information is collected using “cookies” which allows us to collect standard internet visitor usage information.

The type of information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need for that purpose. Your personal information may be collected from or passed to and used by your financial advisor or duly appointed agent or companies within the Investec Group of companies and its agents and sub-contractors who administer or process the information on its behalf for the purpose of managing the investment. Investec will not, without your consent, transfer data outside the Investec Group, its associated companies or agents unless Investec has a duty or a right to disclose in terms of law or industry codes or where it is necessary to protect Investec’s rights.

Certain client records and information are typically retained in perpetuity and you agree to be bound by this process.

Investec is an international business with processing units based in many different geographical locations. As a result, Investec may transfer or process your personal information outside South Africa to such countries that may not offer the same level of data protection as South Africa. In particular, your information may be processed in Guernsey, the United Kingdom or Luxembourg.

Failure to provide or consent to the processing of any necessary information may result in the delay or failure to process any instruction or application.

You have a right to access and/or correct the personal data that is held about you or to object to the processing of your personal information. To object to the processing of your personal information by Investec or to correct or obtain a copy of the personal information Investec holds about you, you should write to the Information Officer at:

### **Investec Asset Management**

PO Box 1655  
Cape Town  
8000

Alternatively you can email Investec at [informationofficer@investecmail.com](mailto:informationofficer@investecmail.com)

## **15. Process in respect of unclaimed assets**

In accordance with the ASISA Standard on Unclaimed Assets, should Investec identify your investment as an unclaimed asset, Investec will follow the process detailed below:

1. Within 6 months of identifying your investment as an unclaimed asset, Investec will attempt to contact you and/or your beneficiaries (where applicable) using any contact details which Investec has been provided with. If unsuccessful Investec may be required to obtain your and/or your beneficiaries' contact details from external information providers.
2. Within 3 years of identifying your investment as an unclaimed asset, the process as described in (1) above will be repeated if your investment remains unclaimed.
3. Within 10 years of identifying your investment as an unclaimed asset, if your investment remains unclaimed, Investec will repeat the process as described in (1) above and thereafter appoint an external tracing company to trace you and/or your beneficiaries.

Investec may recover any reasonable costs from your investment, incurred in the process of tracing you and/or your beneficiaries.

Any growth earned on unclaimed assets will be added to your investment.

By agreeing to the IMS Combined Terms Document, you expressly consent to Investec using your personal information to facilitate tracing where required.

# Client Service Centre

100 Grayston Drive Sandown Sandton 2196  
PO Box 785700 Sandton 2146  
Telephone: 0860 500 100  
email: [imsinstructions@investecadmin.com](mailto:imsinstructions@investecadmin.com)

[www.investecassetmanagement.com](http://www.investecassetmanagement.com)

**Investec Investment Management Services (Pty) Ltd**  
(Reg. No. 1992/003608/07)

Investec Asset Management and Investec Investment Management Services  
are authorised financial services providers