

# Institutional investor facility mandate

- Use this form to open an Institutional Investor Facility which allows you to invest offshore.
- Do not use this form to open a Share Trading account, instead complete the Securities client mandate.
- Send the completed form to offshore@psg.co.za.
- If you need assistance, please contact your financial adviser or our offshore team on 011 996 5200 or at offshore@psg.co.za.

#### Important information

- PSG Securities Limited, Registration Number 1996/000509/06 (PSG Securities) is an authorised financial services provider (FSP 42996) and a member of the JSE.
- PSG Wealth Financial Planning (Pty) Ltd, Registration Number 1999/006725/07 (PSG Wealth) is an authorised financial services provider (FSP 728), and the company that provides the Institutional Investor facility.
- PSG Securities, PSG Wealth and PSG Nominees are related companies in the PSG Konsult Group.
- PSG Wealth is the brand under which this product is marketed.
- The Institutional Investor facility allows South African individuals, trusts, companies, partnerships and joint account holders to invest
  offshore.

## Your personal details

Account holder	
Share trading account number	
ID/Passport/Registration number	

## **Risk warning**

- The value of investments may fluctuate. The fact that an investment has performed well in the past does not guarantee it will perform well in the future.
- Foreign investments are directly influenced by changes in the exchange rate.

#### Nature of this investment

- This mandate allows you to invest in the qualifying foreign equity instruments you choose:
  - i. underlying foreign-listed shares
  - ii. foreign listed exchange traded funds
  - iii. foreign listed money market instruments
  - iv. selected foreign unit trust funds

which we will refer to collectively in this mandate as your investment.

#### Investment term

- You may freely trade any part of your investment at any time.
- We may give you 30 days' notice to redeem the investments and bring the funds back to South Africa if we are required to in terms of the Financial Surveillance Department ("FinSurv") of the South African Reserve Bank.

## **Investment liquidity**

- If you redeem your investment, you will receive the rand equivalent of the market value realised when you disposed of your foreign listed instruments.
- You will receive this amount within seven business days from the settlement date.



#### **Investment limits**

- You need at least R100 000 to open an offshore Institutional Investor investment account.
- Because you do not have to use your foreign investment allowances, there is no limit to how much you can invest, provided that PSG
  Wealth has adequate Institutional Investor facility available.
- PSG Securities may decide whether or not to accept any investment.

#### **Fees**

- PSG Securities charges:
  - i. a brokerage fee of 1% of the value of shares traded;
  - ii. an exchange conversion fee of 0.50% (excl. VAT) on the conversion of funds with a minimum of R450;
  - iii. a custody fee of 6 basis points per year on the value of the portfolio;
  - iv. a stamp duty of 0.5% in the UK and Far East, and 1% in Ireland; and
  - v. a PTM\* levy of £1 per trade over £10 000.
  - vi. an ongoing administration fee of 1.25% per annum (excl. VAT), which where applicable includes an adviser fee of 0.75% (excl. VAT) of the market value of your offshore asset swap investment portfolio per annum

\*A charge automatically imposed on investors and collected by their brokers when they sell or buy shares with an aggregate value in excess of £10 000. The money raised goes to the Panel of Takeovers and Mergers. The Panel writes and enforces the rules by which takeovers of companies listed on the London Stock Exchange are conducted.

## General terms and conditions

- 1. These terms and conditions are in addition to the Consolidated Mandate PSG Securities entered into with you in terms of the Rules ("the rules") of the JSE Limited ("the JSE") and relevant legislation.
- 2. You understand that PSG Securities is not allowed to trade in foreign securities on your behalf unless the necessary foreign currency is deposited with the elected custodian and the completion and submission of this mandate and the duly authorised exchange control forms.
- 3. You appoint PSG Securities as your agent to buy and sell investments that are listed or traded primarily outside the Republic of South Africa.
- 4. You must give PSG Securities all the information and help PSG Securities needs to carry out this mandate. This includes all information requested by foreign financial institutions or the FinSurv and applies even after this mandate has ended.
- 5. You must comply with the terms of any foreign financial institution and any approval granted by the FinSurv that applies to you or PSG Securities about this mandate.
- 6. You must inform PSG Securities of any changes to your bank or personal details, including your postal and email address, and provide supporting documentation if necessary.
- 7. You must report any discrepancies by 12h00 on the day after the trade (trade + 1 day), failing which it will be taken as correct.
- 8. In carrying out this mandate, PSG Securities may act through a third party of its choice. PSG Securities will ensure that such third party complies with PSG Securities' undertakings in terms of this mandate.
- 9. We collect your personal information to provide you with our products and services. The type of personal information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need to provide you with the product and services you have selected. Our Group Privacy Policy is also part of this agreement. It explains why we use your personal information, how we collect it, what sources we use, when we must disclose your information, and how you can get access to your information.
- 10. You must ensure that all the information you provide during the application process and subsequent transactions is complete, true, and accurate. You must update your information immediately if it changes. Depending on the change, we may require supporting documentation.
- 11. If you fail to provide information in your application form or when you send us an instruction, we may collect the information from another appointed financial services provider, a financial adviser, or the financial adviser's administrative assistant.
- 12. PSG Securities will send you a monthly statement of account showing details of your foreign investments.
- 13. PSG Securities will hold all cash deposits (including interest, dividends, proceeds of disposals and cash) it receives for your account in a trust account, separate from PSG Securities' assets or those of the third party.
- 14. PSG Securities will place any foreign investment you make with a custodian of its choice.
- 15. PSG Securities will register and hold all investments other than cash or bearer instruments in the custodian's nominee name on your behalf and for your benefit subject to any relevant legislation.
- 16. PSG Securities will deposit your investment with a custodian that is a member of a recognised securities authority and is subject to the relevant regulations. The custodian will hold your assets separate from PSG Securities' assets or those of the custodian.



- 17. The custodian (or its nominee/agent) will receive and convey to PSG Securities proxies, notices, reports or other communications relating to the investment.
- 18. The custodian may not vote, execute a proxy to vote or give any consent in respect of any foreign securities unless PSG Securities authorises them in writing. The custodian may collect on your behalf all interest, dividends and other payments in respect of foreign securities.
- 19. The custodian may present for payment and credit to your account –
- 20. foreign securities that are called, redeemed or otherwise become payable;
- 21. coupons and other income items which call for payment on presentation; and
- 22. exchange foreign securities when necessary.
- 23. The custodian must inform PSG Securities timeously of all corporate action and elective events relating to your holding..

## Signatures

By signing this form, I confirm that:

- 1. PSG Securities may manage my investments subject to this mandate and the applicable legislation.
- 2. PSG Securities may act on instructions submitted by me or my agent, and I acknowledge and agree that PSG Securities will not be held liable for acting on any such instructions. I indemnify PSG Securities and its related companies from all direct or indirect claims (including claims for consequential damages) in this regard.
- 3. I indemnify PSG Securities and its related companies against any claim that may arise from my use of the PSG website (www.psg.co.za) to operate my account.
- 4. I understand that additional terms apply when I (or anyone on my behalf) use the PSG website and the services it offers and that I am bound by those terms in addition to these if I use the PSG website.
- 5. The funds invested with PSG Securities are not the direct or indirect proceeds of unlawful activities as defined in the Prevention of Organised Crime Act, No. 121 of 1998 and the Financial Intelligence Centre Act, No. 38 of 2001, and they do not contravene provisions of the South African Exchange Control Regulations.
- 6. PSG Securities may make any enquiries to verify the information I have disclosed and may obtain any other information about me they need to process instructions my adviser gives them on my behalf.
- 7. I know the fees that apply and understand that PSG Securities can change these fees by posting new fees on the PSG website. I understand that I will be legally bound to these fee changes published from time to time on the PSG website.
- 8. I understand the risk profile of the investment, and I accept that it is my obligation to familiarise myself with the risks associated with this investment. I accept that such risk may result in financial loss to me. Risks include but are not limited to the following risks for foreign investments: currency risk, market risk, interest risk, exchange rate risk and the default or insolvency on the part of any foreign custodians, banks or other financial institutions PSG Securities uses. I will not hold PSG Securities or its related companies legally responsible for any loss I suffer or cost I incur because I took part in any foreign investment.
- 9. I understand that PSG Securities cannot guarantee a return on my investment.
- 10. I have been informed of the risks of foreign investments and that I am responsible for acquainting myself with such risks. I confirm that PSG Securities did not solicit my mandate to invest funds offshore and that I gave PSG Securities this mandate voluntarily.
- 11. I warrant that no other person has any rights in any investments I deliver to PSG Securities under this mandate. This includes any lien or other encumbrance. I will ensure that my investments remain free of any lien or other encumbrance while PSG Securities holds them for me in safe custody.
- 12. I understand that there are risks associated with sending instructions to PSG Securities by telephone, fax, post, or email. I agree to carry the risk of sending instructions to PSG Securities by telephone, fax, post, or email and I indemnify PSG Securities and its related companies from all direct or indirect claims (including claims for consequential damages) in this regard.
- 13. I understand that I must comply with the provisions of the applicable legislation, and their regulations as amended or replaced, from time to time: Financial Markets Act 2012, JSE Rules and Directives, Exchange Control Manual and Regulations, the Financial Intelligence Centre Act 2001 and the Financial Advisory and Intermediary Services Act 2002. I acknowledge further that all dealings are subject to the rules, directives, practice, and usage of the relevant (local and foreign) exchange or market.
- 14. I understand that my name, address and other required details of my United States of America source of income may be disclosed to the Internal Revenue Services and the transmission of my personal information outside of South Africa.
- 15. I understand that I will not have direct access to my investment.



## Account holder

Account holder signature		Date		
If you are signing on behalf of the account holder, please provide your details below.				
Name		Surname		
ID/Passport number		Designation		
Signature				
Financial adviser				
Adviser signature		Date		

# **Complaints**

- If you are not satisfied with the services rendered, you can write to the Compliance Officer at compliance@psg.co.za.
- Remember to include all supporting documents. The Compliance Officer will acknowledge the complaint in writing and provide you with the contact details of the person that is most likely to resolve it.

## **Contact details**

**Physical address:** Building 1, The Ingress, Corner of Magwa and Lone Creek Crescents, Waterfall City, Waterfall, 2090,

Gauteng, South Africa

**Postal address:** PO Box 61295, Marshalltown, 2107, South Africa

Sharecall: 011 996 5200

Email: offshore@psg.co.za

Website: www.psg.co.za