BROKER HOUSE AGREEMENT FORM



Prudential Portfolio Managers Unit Trusts Ltd (Registration number: 1999/0524/06) (the Manager) is an approved CISCA management company (#29). Assets are managed by Prudential Investment Managers (South Africa) (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199) for the Prudential SA group (Prudential SA).

OUR CONTACT DETAILS

Tel: 0860 105 775/+27 21 670 5101 Fax: +27 11 263 6143

Email: instructionsa@myprudential.co.za **Web:** www.prudential.co.za

Postal address: Physical address:

PO Box 23167 7th Floor, Protea Place Claremont Dreyer Street

Claremont

THE CONTRACTUAL PARTIES

This agreement is between Prudential SA, including Prudential Portfolio Managers Unit Trusts Limited and the Broker House signing this agreement.

WHEN AND HOW TO COMPLETE THIS FORM

- You need to complete this form if you are an Entity who is applying for permission to make use of Prudential's Products (Local Unit Trusts/Namibian Unit Trusts/PIP/M&G/Tax-free Savings) on behalf of investors.
- The Authorised Individual (authority to act on behalf of Broker House) whose details have been included on this form will be captured as the main contact for the Broker House.
- It is the responsibility of the Broker House to notify Prudential if and when any changes occur.

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- By signing this form you have read and agree to the Terms and Conditions included in this application form.
- Information written outside of the relevant fields will not be considered when processing your application.

DOCUMENTATION CHECKLIST

	This completed, signed and dated application form
	Proof of the Broker House registration number received from the Companies and Intellectual Property Commission (CIPC)*
	Proof of registration with the Financial Services Board (FSB) and the conditions of which the Entity is registered*
	Clear copy of a utility bill (not older than 3 months) reflecting the name and physical (not postal) address of the Broker House*
	Copy of the Broker House compliance officer's FSB Approval Letter – alternatively details of any outsourced arrangement (if applicable)
	Proof that the Broker House exists (company letterhead)
	Copy of the VAT certificate, showing the VAT registration number of the Broker House*
	Recent bank statement (not older than 3 months) reflecting the name and bank account details of the Broker House
	Proof of professional Broker House indemnity cover, from insurer, specifying type and period of cover
	Copy of plan/agreement to satisfy the financial needs of orphan clients in the event of a dissolution of the Broker House
	Clear copy of an SA barcoded ID/Smartcard (if SA citizen), valid passport (if foreign national), for every Authorised Individual*
	Copy of policy document of the Broker House money laundering controls (if applicable)
	A Broker House Representative Form to be completed for each Financial Adviser of the Broker House

* Please refer to the FICA and Supporting Documentation Annexure for a list of documentation we will accept

WHAT HAPPENS NEXT

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- Please deliver this completed original document to Prudential's offices or your Prudential consultant.
- Processing can only happen once all the necessary documentation has been received.
- A separate login will be created for each Product Type (Local Unit Trusts/Namibian Unit Trusts/PIP/M&G/Tax-free Savings).

1. BROKER HOUSE DETAILS
FSP license number
Registered name
Registration number
Trading name
VAT number VAT registration date
2. TYPE OF ENTITY
Please tick appropriate option:
Sole proprietor Company Closed corporation Partnership
Contact details of entity
Registered physical address
Postal code
Postal address
Postal code Postal code
Telephone number Facsimile number
3. BROKER HOUSE BANKING DETAILS
Bank account details for payments of fees
Name of bank account holder
ID/Registration number of bank account holder
Name of bank
Branch name Branch code
Branch city Branch country
Account number
Type of account Current/Cheque Transmission Savings
No payments will be made to third parties. Bank accounts must be in the name of the Broker House. All fees due to the Broker House, or any of its representatives, will be paid into these accounts.

Authorised signatory initial

4. AUTHORISED INDIVIDUAL This section must be completed by the main Authorised Individual for the Broker House: Title Capacity First name and surname M M ID number Passport expiry date (Passport number if foreign national) Telephone number (w) Telephone number (h) Facsimile number Cellphone number

	(Required for online access)				
Email address					
	(Required for online access)				
(Required for online access) 5. ASSISTANT DETAILS TO THE ABOVE First name(s) Surname D number Passport number if foreign national) Felephone number (w) Cellphone number (Required for online access)					
Title	First name(s)				
Surname					
ID number (Passport number if for	Passport against date				
Telephone numbe					
Email address	(Required for offline access)				
	(Required for online access)				
Broker House cor					
We will provide y	ASSISTANT DETAILS TO THE ABOVE				

Authorised signatory initial

8. AUTHORISED INDIVIDUALS

This section must be completed by any additional individuals authorised to act on behalf or	f the Broker House. Please make copies if necessary:
Title Capacity	
First name and surname	
ID number (Passport number if foreign national)	Passport expiry date
Signature of Authorised Individual	Place
	Date D M M C C Y Y
Titalo	
Title Capacity First name and surname	
ID number (Passport number if foreign national)	Passport expiry date
Signature of Authorised Individual	Place
	Date D M M C C Y Y
Title Capacity	
First name and surname	D D M M C C Y Y
ID number (Passport number if foreign national)	Passport expiry date
Signature of Authorised Individual	Place
	Date D M M C C Y Y
Title Capacity	
First name and surname ID number (Passport number if foreign national)	Passport expiry date
Signature of Authorised	Place
Individual	Date D M M C C Y Y
Title Capacity	
First name and surname	5 5 8 8 6 6 8 8 8
ID number (Passport number if foreign national)	Passport expiry date
Signature of Authorised Individual	Place
	Date D M M C C Y Y

9. EXEMPTION 4 FOR PRIMARY ACCOUNTABLE INSTITUTIONS

Identification of clients required under the Financial Intelligence Centre Act

Note: Only complete this section if you are willing to take responsibillity for verifying the identity of your clients

Legislative obligations

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In terms of section 21 of the Financial Intelligence Centre Act (FICA) no. 38 of 2001, Prudential Portfolio Managers (SA) (Pty) Ltd or any of its subsidiaries is obliged to identify all clients and, in terms of section 22 of FICA, to keep and maintain those client identification records.

According to Exemption 4 published under GN R1353 in GG27011 of 19 November 2004, Prudential, as secondary accountable institution, may rely on the client records maintained by a primary accountable institution, subject to the condition that the primary accountable institution has confirmed in writing to the satisfaction of the secondary accountable institution that the identity of each client has been established and verified, or that internal rules and procedures, ordinarily applied, would have so established and verified the identity of the client or clients.

	essment of Anti-Money Laundering (AML) controls ase tick appropriate option	Yes	No
1.	Do you have a written AML Policy that has been approved by the Board of Directors or Senior Management?		
2.	Is this policy reviewed frequently?		
3.	Do you have a legal and regulatory programme to ensure compliance with FICA?		
4.	Do you have a money laundering reporting officer?		
5.	Is regular AML awareness training provided to staff who are involved in the "Know Your Client" process?		
6.	Are the identities of clients established and verified in terms of section 21 of FICA?		
7.	Are records retained in terms of section 22 of FICA?		
8.	Do you have a risk-based assessment of your clients and their transactions?		
9.	Are high risk clients subject to enhanced due diligence?		
10.	Do you maintain a register of Politically Exposed Persons (PEP's)?		
11.	Are PEP's subject to enhanced due diligence?		
12.	Do you have procedures in place to report suspicious and cash transactions?		
13.	Do you have procedures to screen clients and potential clients in order to identify and prevent possible suspicious transactions with entities/countries that have been sanctioned by local law?		
Prin 1.	nary accountable institution undertaking I have read and understood the contents of this document.		
2.	The information I have furnished is true and correct.		
3.	We assume and undertake full responsibility for the "Know Your Client" and "Anti-terrorist Financing" identification and record keeping procedures.		
4.	Should we be required by law or by your reasonable request, we will provide you with copies of: a. The "Know Your Client" and "Anti-terrorist Financing" identification records. b. Our AML policy. c. Evidence of our staff AML training.		
Au	thorised signatory of Broker House		
	name of Authorised vidual Capacity		
	pature of Authorised vidual Place Do No Mode Date	c c ·	Y Y

10. TERMS AND CONDITIONS

Once you have received confirmation that Prudential SA has accepted your application and recognises you as a financial adviser, you will be able to market Prudential SA's products listed in the financial adviser declaration of this agreement, subject to the terms and conditions of this agreement.

Advertising restrictions

Once Prudential SA recognises you as a financial adviser, you may only advertise its products or use the Prudential SA brand after obtaining written approval from Prudential SA. You may only use Prudential SA's marketing material for its intended purposes. Current information about Prudential SA can be obtained from www.prudential.co.za. Prudential SA is only responsible for the information relating to Prudential SA that it gives you, or that you obtain directly from its website. You will keep all agreements between you and Prudential SA that relate to the nature and frequency of the advertising and promotion of its products. You will follow all advertising and promotion guidelines that Prudential SA sets in writing.

Representative limitations

This agreement does not mean you are an agent of Prudential SA. You are solely your client's agent to facilitate his/her investment in the Prudential SA products. You have no authority to accept any client application on behalf of Prudential SA or to bind Prudential SA in any way in respect of any transaction. You will notify each of your clients of this clause. You will not at any time buy or sell or act as the agent, broker or any other type of representative to buy or sell units in the products, except in terms of this agreement. You will not claim to represent Prudential SA or make promises on behalf of Prudential SA, unless Prudential SA specifically authorises you to do so. Any employee of yours who wants to place any new business with Prudential SA will first apply to act as a financial adviser for Prudential SA and only place new business once the application has been approved.

Only the financial advisers listed in the financial adviser declaration above, may market and sell the products of Prudential SA and may only do so for the products listed in the declaration above. You indemnify Prudential SA against all claims relating to losses suffered because of the actions and/or omissions of your representatives that are not listed above.

Advisory indemnity

You indemnify Prudential SA against all claims relating to losses suffered because of the advice given by you or your representatives.

Your responsibilities during the application process

In the case of a faxed investment instruction or product application, sent by you on behalf of your client, it is your responsibility to make sure that Prudential SA has received the instruction. A fax confirmation receipt will not be regarded as proof that a specific document was received by Prudential SA. You indemnify Prudential SA against all claims relating to losses suffered because Prudential SA did not receive an application.

You acknowledge that you have a thorough knowledge of and will at all times act according to all legislation that applies to financial advisers. You will provide Prudential SA, when signing this agreement, with proof of your registration, where legislation requires registration with the Financial Services Board or any other regulatory body.

You will make sure that the client has read and fully understood the application form, the terms and conditions of the investment, as well as any related marketing material, before he/she signs the application form. Prudential SA will not accept any liability if you do not comply with this requirement.

Prudential SA has the relevant procedures in place to combat money laundering in any country in which it operates. To implement these procedures, you undertake full responsibility for the identification procedures necessary under all legislation, regulations, rules, industry guidelines, common law and case law in the Republic of South Africa relating to money laundering, and you will verify the authenticity of the client and his/her signature. Prudential SA reserves the right to refuse any product application at its discretion, without having to give a reason.

Your competence and accreditation

You declare that you are competent and accredited, as required by South African law and that of other jurisdictions, to give investment advice in respect of the product/s for which your clients will be applying.

Fee agreement

Prudential SA may, at its sole discretion, change the basis for adviser fees as applicable to its investment products from time to time. Other products may be introduced, in which case all fees applicable to the new products will be confirmed in writing and will be included as an amendment to this section of your agreement with Prudential SA.

Fee payments

Prudential SA will pay adviser fees to you on the basis agreed between you and your client and signed for in the relevant section of the application form, once the application is accepted and the investment amount received. Prudential SA may reverse the adviser fee payment if an investment contract is cancelled after the date of investment and/or Prudential SA needs to refund the adviser fees paid to the investor. You will then be required to immediately refund to Prudential SA the adviser fees paid to you.

Initial and ongoing adviser fees will be paid monthly, in arrears, by means of electronic bank transfer into the bank account indicated by you on this application form. Adviser fees will only be paid once the amount concerned exceeds the minimum amount (determined by Prudential SA from time to time). Any amount less than the minimum amount will accrue towards the next calculation period. Payment will only be made on cleared investment amounts. Prudential SA will provide you with a statement when fees are payable to you. The accrual period for the unit trust business runs from the 26th to the 25th of the following month and may change from time to time.

You will cease to be entitled to both initial and ongoing adviser fees in respect of any investment made by a client, should you no longer be the client's appointed financial adviser.

You will not earn any adviser fees on a withdrawal or the switching of units between any of the products. In the case of a dispute relating to adviser fees, Prudential may at its sole discretion withhold payment until the dispute has been resolved.

VAT vendors

Financial advisers registered as VAT vendors are required to submit VAT registration certificates to Prudential SA as proof of registration. Your fee statements will show your registration number and payment amounts as specified below. Failure to provide Prudential SA with a VAT certificate will result in no VAT being paid nor will it be backdated.

Termination of this agreement

Prudential SA reserves the right to terminate this agreement at its discretion on giving you 30 calendar days' written notice. In addition, Prudential SA may terminate this agreement at its discretion with no notice if your registration, where legislation requires registration with the Financial Services Board or any other regulatory body, terminates for whatever reason. You will no longer be entitled to any adviser fees in respect of any investment placed by a client, whether by lump sum or debit order, affected at any time after the termination of this agreement with Prudential SA.

Address for business and legal purposes

You choose the physical address provided in this agreement as your address for delivery of documents and summons. We will assume that you received any document delivered to this address, without you signing for its receipt.

Protecting investor information

By law, Prudential SA has to request and keep investor and investor representative information to perform our obligations lawfully, fairly and competently. We are committed to protecting investor information and undertake to use it only for the purposes for which it was requested and to never deliberately share the information with anyone outside of the Prudential Group. We put controls and information technology security in place to protect personal information from unauthorised use.

Anti-bribery and corruption provision

- 1. As part of a global financial services group Prudential SA is committed to creating and delivering sustainable value for their investors and it conducts its business in an honest, ethical and professional manner and adheres to the highest standards of corporate governance.
- 2. Prudential SA has always adopted a zero tolerance towards all corrupt activities.
- 3. Prudential SA forbids and does not support any individuals or organisations that participate in any acts of fraud, bribery, corruption or in the practice of making use of facilitation payments, where facilitation payments is defined as "payments" made as a way to get or speed up a legitimate service that is offered by a government agent. Facilitation payments do not include legitimate fees that are payable for that service and the fees are applicable to anyone receiving the same or similar service. Facilitation payments also do not include the payment of a "fast track" fee as long as the faster service is available to anyone paying a similar fee. Nor do they include the provision of resources to assist the government agent to more efficiently provide the services that are supplied". These acts are illegal and have the ability to cause damage to the reputation of the Prudential Group.
- 4. You undertake to:
 - a) Comply with all applicable anti-bribery and anti-corruption laws and regulations;
 - b) Not offer any bribe or facilitation payment to any public official or other person;
 - c) Not accept any bribe or corrupt payment in respect of any activity related or attributable to Prudential SA; and
 - d) Not to do anything that may cause Prudential SA to breach the Anti-bribery Law.

Authorised signatory of Broker House

I declare that I have read and understood the terms and conditions of this agreement and that the above details are correct

Individual	Capacity	
Signature of Authorised Individual	Place	_D D M M C C Y Y
		Date
Authorised signatory of Prudential		
Full name of Authorised Individual	Capacity	
Signature of Authorised Individual	Place	
		Date D M M C C Y Y

BROKERHOUSE - DUE DILIGENCE

11. BROKER HOUSE APPLICATION DUE DILIGENCE Name of entity/trading name **Directors/partners/members** Please give full names of all the directors of the company, partners if partnership, members if closed corporation, or their own details if they are a sole proprietor. Director/partner/member Title Surname First name(s) No as Broker House No with FPI Registration: as Investment Manager Yes Yes Yes Number of years' experience as a financial planner Years Other associations Director/partner/member Title Surname First name(s) No as Broker House with FPI Registration: as Investment Manager Yes Yes No Yes Number of years' experience as a financial planner Other associations Director/partner/member Title Surname First name(s) Registration: as Investment Manager Yes No as Broker House Yes No with FPI Yes Number of years' experience as a financial planner Years Other associations **Business references** Please provide the names of all investment or insurance companies with whom the Broker House has active contracts: 1. 2. 3. 4. 5. 6. 7. 8. 9.

Reputation/Character		
Are you aware of any director, partner, member or authorised representative having been expelled from/refused membership of/or otherwise denied participation in any financial services company or other professional body or regulatory authority?	Yes	No
If yes, please give full details:		
Has an adverse finding been made against any director, partner, member or authorised representative within a period of five years preceding the date of application in any civil or criminal proceedings by a court of law (whether in the Republic of South Africa or elsewhere) in which you were found to have acted fraudulently, dishonestly, unprofessionally, dishonourably or in breach of a fiduciary duty?	Yes	No
If yes, please give full details:		
Alternatively, are you aware of any director, partner, and member or authorised representative that is now, party to any legal proceedings, either civil or criminal, including but not limited to those listed above and the recovery of any debt, bankruptcy or liquidation?	Yes	No
If yes, please give full details:		
Are you aware of any director, partner, member or authorised representative ever have been, or are they now, party to any disciplinary action instituted by appropriate regulatory authority, or been the subject of any investigation by such authority? If yes, please give full details:	Yes	No
Does the Broker House have a plan/agreement in place to satisfy the financial services needs of orphan clients in the event of a dissolution of the entity as a result of death or otherwise? If yes, please give full details:	Yes	No
Technology used		
Which computer operating system is the Broker House using?		
Which internet browser do they use?		
Does the Broker House have the infrastructure to offer the services they want to be licensed for (in respect of the FAIS license)?	Yes	No No
Does the Broker House have appropriate money laundering controls in place? If yes, please supply a copy of their policy document (if applicable).		NI.
Does the Broker House have any of the following software? Adobe; Acrobat; Winzip; Microsoft Office; an anti-virus package?	Yes	No

Risk & compliance		
Does the Broker House have a com If yes, please attach a copy of the F	pliance officer? SB approval letter appointing this compliance officer	Yes No
If the Broker House compliance fu of the outsourced compliance fun	nction is outsourced, please supply details of the outsourced arction.	rangement together with the FSB approval
 Legal; Fraud Operational; Anti-Money Laundering; Bribery and Corruption; Conflict of Interest; and Data Security 	ols to manage regulatory and reputational risk, including but no	Yes No
If yes, please supply full details of e	each of the points listed above (Please use a separate page)	
Professional Indemnity		v
Does the Broker House have Profes	sional Indemnity Insurance if and to the extent required by the re	egistrar? Yes No
If yes, what is the level of cover?		
What is the name of the insurer?		
Please attach a letter from the Ins	urer confirming the insurance cover, level of cover and period of	
Has the Broker House ever claimed	d, or attempted to claim on this or any previous Professional Ind	emnity Policy? Yes No
If yes, please give full details:		
3. A copy of the FSB investment m	or FPI (ILPA) registration certificates and license.	
Motivation for Financial Advis	er approval - to be completed by Prudential Consultant	
Prudential Consultant		
Full name of Prudential Consultant	Сара	city
Signature of Prudential Consultant	P	ace D. D. M. M. C. C. V. V.
		Date D M M C C Y Y

PRUDENTIAL UNIT TRUSTS FICA AND SUPPORTING DOCUMENTATION ANNEXURE



The Financial Intelligence Centre Act, 2001 (FICA) came into effect on 30 June 2003 as part of South Africa's fight against money laundering. Before Prudential can enter into any transaction it is mandatory that we obtain and verify certain information:

SECTION A: INDIVIDUAL INVESTOR/SOLE PROPRIETOR		
Proof of identity		
ID numbers must be legible, investor's surname and first names should be legible and the photograph must be clear (Race and Sex can be reasonably established in the picture)	 Birth certificate or passport (if minor) AND Copy of bar-coded identity document (ID) for legal guardian OR Copy of bar-coded identity document (ID) OR Copy of Smart Card identity document (ID) issued by Department of Home Affairs OR Temporary ID issued by Home Affairs accompanied with letter of explanation why no bar-coded ID was provided OR Copy of South African driver's licence accompanied with letter of explanation why no bar-coded ID was provided OR Copy of South African passport accompanied with letter of explanation why no bar-coded ID was provided OR Copy of passport (if foreigner) 	
Proof of residential/busine	ss address:	
Not older than 3 months	 Copy of utility bill/rates and taxes; the stand number will not be accepted as verification of address; the physical address must be reflected unless the residential address on the application form is a stand or erf number (eg rural or agricultura properties, informal settlement). Copy of Telkom statement reflecting the investor's residential address OR Copy of a cell phone contract statement OR Bank statement or a letter from the bank reflecting the investor's name and residential address OR Copy of mortgage statement OR Copy of DSTV account Copy of levy certificate issued by the body corporate, home owners association or managing agent for properties in sectiona title, cluster or share block developments 	
Not older than 12 months	 Copy of SABC licence or SABC licence card OR Copy of motor vehicle licence OR Copy of long or short term insurance policy or correspondence OR Copy of lease or rental agreement OR Copy of court order 	
No time limit	 Written confirmation of physical address, by a Prudential employee or by the investor's financial advisor, following an on site visit OR A copy of a confirmation of residence from a Retirement village/Retirement home on their letterhead OR A copy of a deed of transfer from the Registrar of Deeds OR A copy of a property sale agreement OR A copy of property valuation for rates assessment from the local council 	
Where the person(s) to be veri by the spouse/property owner	fied cannot provide any of the documents listed above, an <mark>Investor Address declaration form</mark> must be completed accompaniec 's verification of address.	
Income tax status:		
Not older than 12 months	1. SARS Correspondence to confirm Tax Status, reflecting the Investors name and Income Tax Number (An e-filing extract will not be accepted).	
Supporting documentation	c.	
Annexure A:	1. Completed by all Individuals authorised to act on behalf of the Investor accompanied by their Proof of Identity and Proof of Address as set out under Section A.	
Annexure B:	 Completed by all non-authorised Individuals, linked to an Entity, accompanied by their Proof of Identity and Proof of Address as set out under Section A. If the beneficiary, trustee or founder is a Legal Entity, they need to submit Proof of Identity and Proof of Address as listed under Section A. 	
Proof of Authority to Act:	 Any of the following documents that provide Proof of Authority to Act (e.g. Guardian, Curator, Appointed Person, etc.), in applicable: Copy of Power of Attorney OR Copy of court order (authorising the third party to conduct business on behalf of another person) OR Copy of Letter of Executorship OR Copy of a Resolution 	

PRUDENTIAL UNIT TRUSTS FICA AND SUPPORTING DOCUMENTATION ANNEXURE



SECTION B: TRUSTS (LIVING OR TESTAMENTARY)	
Proof of identity:	
	1. Copy of letters of authority reflecting the name and registration number of the trust stamped by the Master of the High Court AND
	2. Copy of the last will and testament or other founding documentation by which trust is created OR
	3. Copy of trust deed
Proof of residential/business	address:
	Please refer to Proof of residential/business address under Section A
Income tax status:	
	Please refer to Income tax status under Section A
Supporting documentation:	
	Please refer to Supporting documentation under Section A

Proof of identity:	
Trool of lacinary.	 Certificate of Incorporation (CM1 or COR14.3 stamped by the Registrar of Companies) OR Certificate of Name Change (CM9 or COR 15.2 stamped by the Registrar of Companies) AND Notice of Registered Office and Postal Address (CM22 or COR14.1 or COR21.1– that must be stamped by the Registrar of Companies) AND
Proof of residential/business	 Identify the number of directors of the unlisted company and the names of all the directors. (CM29 or COR39) OR Copy of CIPC (previously known as CIPRO) printouts of all the above documents are acceptable
Troot of residential, business	Please refer to Proof of residential/business address under Section A
Income tax status:	
	Please refer to Income tax status under Section A
Supporting documentation:	
	Please refer to Supporting documentation under Section A

SECTION D: SA LISTED COMPANIES (PTY) LTD	
Proof of identity:	
	1. Registered Name Confirmation on JSE website that company is listed.
Proof of residential/business address:	
	Please refer to Proof of residential/business address under Section A
Income tax status:	
	Please refer to Income tax status under Section A
Supporting documentation:	
	Please refer to Supporting documentation under Section A

SECTION E: CLOSE CORPORATIONS (CC) Proof of identity:	
	2. Amended Founding Statement CK2 stamped by the registrar (only relevant if any changes were made to CK1) OR
	3. Copy of CIPC (previously known as CIPRO) printouts
Proof of residential/busi	ness address:
	Please refer to Proof of residential/business address under Section A
Income tax status:	
	Please refer to Income tax status under Section A
Supporting documentation	ion:
	Please refer to Supporting documentation under Section A

If you have difficulty producing any of the above documentation, please contact our Client Services Department on 0860 105 775 or email query@myprudential.co.za for more information.