Finsolnet
PORTFOLIO MANAGEMENT

FINSOLNET MANAGED PORTFOLIO MANDATE (the Mandate)

FINSOLNET DISCRETIONARY FSP MANDATE

ADVISER GUIDE FOR INVESTOR MANDATES

PROCESS TO INVEST IN A FINSOLNET MANAGED PORTFOLIO

Step 1: Complete the Mandate, incl. Annexures, with the investor's full name, ID number, portfolio selection, and signature.

Step 2: The Independent Financial Adviser (IFA) must refer the investor to the full electronic Finsolnet Detail Terms and Conditions Schedule available on the web page https://www.finsolnet.co.za/fpm/

Step 3: After the appropriate verification procedures have been done to identify the identity of the Investor, the IFA, as the first party accountable institution, must complete the Client Due Diligence Form (Annexure B to the Mandate) and upload the Investor to eas-eFica. Also comply with enhanced due diligence if required by eas-eFica (should be rare).

Step 4: Complete the relevant investment switch or application form and send it to the platform.

Step 5: Please upload the completed Mandate and Client Due Diligence Form (Annexure B) together, as one PDF document, to the drop box link provided to your practice. (Note: to request a link please email beatriceb@finsolnet.co.za)

WHAT THE MANDATE ENTAILS

The Finsolnet Mandate contains essential information that, from a legal and compliance perspective, the investor needs to have sight of before investment is made into the appropriate Finsolnet Managed Portfolio.

Some important points to take into account regarding the Mandate and Annexures are below:

- The investor needs to provide his / her information as requested in the Client Due Diligence (Annexure B). Where the investor is a minor, the Client Due Diligence must be completed for the minor and the information of the parent or legal guardian must be completed under the section details of the authorised person acting on behalf of the investor. In the case of a legal entity, the registered name and registration number of the entity must be provided and the section details of the authorised person acting on behalf of the investor must be completed by the authorised signatory.
- The investor needs to confirm that they have read and understood all terms and conditions located in the electronic Finsolnet Detail Terms and Conditions Schedule (DT&C) located on Finsolnet's website. The IFA is to provide a copy of this DT&C to the investor.
- The investor gives full discretion to the discretionary FSP (hereafter known as Finsolnet Portfolio Management) and authorises Finsolnet Portfolio Management to manage investments on his / her behalf subject to the conditions contained in the mandate.
- The investor gives Finsolnet Portfolio Management consent to request its FICA information from the IFA.
- The investor undertakes to pay to Finsolnet Portfolio Management a management fee of up to 0.20% (plus VAT) per annum of the market value of the investments at the end of each month
- The investor understands the risks inherent in the Finsolnet Managed Portfolio that the IFA has recommended according to his / her risk profile.
- The investor must manually or electronically sign the final page of the Mandate as an acknowledgement that they have read and understand the Finsolnet Discretionary Mandate and its contents.

FINSOLNET MANAGED PORTFOLIO MANDATE

The Finsolnet DT&C and FAIS Disclosure Document (Annexure C) are more detailed documents than the Finsolnet Managed Portfolio Mandate and contain information surrounding the contractual relationship between the investor and Finsolnet Portfolio Management. A copy of this can be viewed via the URL contained in clause 2 of the Mandate below.

INVESTOR DUE DILIGENCE

The Investor Due diligence needs to be completed by the IFA as evidence of the fact that the IFA, as the first party accountable institution, has established and verified the identity of the investor. The IFA should provide the investor's details and agree to the undertakings at bottom of the Due diligence (Appendix B) and sign it as well. This needs to be completed by the IFA for each investor and returned to Finsolnet.

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Finsolnet PORTFOLIO MANAGEMENT

FINSOLNET MANAGED PORTFOLIO MANDATE (in terms of subsection 5.1 of the Code of Conduct for Discretionary FSPs)

AGREEMENT TO BE BOUND BY THE TERMS OF THE MANDATE FOR THE MANAGEMENT OF INVESTMENTS ENTERED INTO BY AND BETWEEN **FINSOLNET PORTFOLIO MANAGEMENT (PTY) LTD (REGISTRATION NUMBER: 2021/912782/07)** (HEREINAFTER REFERRED TO AS "**FINSOLNET**") AND **THE INVESTOR** (HEREINAFTER REFERRED TO AS "**THE INVESTOR**") IN RESPECT OF THE FINSOLNET MODEL PORTFOLIOS.

Investor Declarations: This Mandate and the Detail Terms & Conditions (DT & C) record the only agreement between the Parties

1. I/We__________________________________ (full name) Identity Number____________________________ (**The Investor**) hereby confirm that I/We have read and understood the terms & conditions contained in this Mandate ("The Mandate") and the DT&C made available on the web page of Finsolnet Portfolio Management (the Site) at the URL: https://www.finsolnet.co.za/fpm/ and agree to be bound by any terms, provisions, conditions, or representations relating to both documents.
2. I/We hereby give a full discretionary investment mandate to Finsolnet and authorise Finsolnet to manage the Investments on my/our behalf on a full discretionary basis, in both local and offshore jurisdictions, subject to the terms and conditions contained in the DT&C and Investment Objectives as specified in Annexure A.
3. Finsolnet accepts such mandate and authority, subject to the terms and conditions contained in this mandate.
4. I/We confirm that, in consideration for the investment management services provided by Finsolnet to the Investor in relation to the Finsolnet Managed Portfolios, the investor undertakes to pay to Finsolnet a management fee of up to 0.30% (plus VAT) for offshore and 0.20% (plus VAT) for local models per annum of the market value of the Investments. One-twelfth of the management fees shall accrue, be calculated, and be payable to Finsolnet monthly. Finsolnet will receive no commission/incentives, fee reductions or rebates from a LISP, collective investment scheme for placing the Client's funds with them. In the event of Finsolnet being remunerated by the Life Assurance or Investment Companies, this fact will be disclosed to the Investor and the parties may elect to negotiate a different fee structure.
5. The investment objectives and guidelines as are set out in **Annexure A: Investment Objective and Guidelines which identifies the Investor's current objectives, risk profile and needs. The investor The Investor acknowledges that these circumstances and information may change over time.**
6. Both parties agree that any changes to the Mandate will necessitate the investor signing a new Mandate or an updated Annexure A.
7. Finsolnet may, in order to render an intermediary service to the Investor, utilise the services of its own staff or that of another approved FSP.

RISK DISCLOSURE

8. Finsolnet uses its discretion to invest on the Investor's behalf with great care and diligence. However, the Investor acknowledges that there is a risk associated with investing in the financial products involved. The value of the investments and income may rise as well as fall, and there is a risk that the Investor may suffer financial losses.
9. The Investor acknowledges that it has been made aware by Finsolnet of risks pertaining to the investments which may result in financial loss to it and acknowledges that it accepts such risks and Finsolnet or its staff will not be liable or responsible for any financial losses
10. The Investor hereby irrevocably indemnifies Finsolnet and holds it harmless against all and any claims of whatsoever nature that might be made against it howsoever arising from its management of the investments including but not limited to any loss or damage which might be suffered by the Investor in consequence of any depreciation in the value of the investments from whatsoever cause arising.
11. When investing in foreign investment products, it is important to be aware of the following risks:
    - 11.1. Obtaining access to investment performance information may be more difficult than South African based investments;
    - 11.2. Investments are exposed to different tax regimes which may change without warning and which may influence investment returns;
    - 11.3. Exchange control measures may change in the country of investment and it may influence accessibility to the invested capital;
    - 11.4. The value of the Rand with respect to the base currencies in which the foreign investment products are invested will fluctuate. The Rand value of such foreign investment products will also fluctuate accordingly
12. Any jurisdiction restrictions in respect of the client's portfolio are specified in the schedule attached to this Mandate.

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REGISTRATION OF INVESTMENTS, TREATMENT OF FUNDS AND VOTING

13. All investments managed by Finsolnet in terms of this Mandate shall, at Finsolnet's election, be registered from time to time in the name of

    13.1. The Investor, or

    13.2. An approved Nominee Company as the custodian thereof for the benefit of the Investor, or

    13.3. An approved Nominee Company of a member of the relevant stock or securities exchange, or

    13.4. In the case of a discretionary LISP, the independent custodian

14. Finsolnet shall not receive funds from the Investor for the purpose of managing the investments as defined in the Mandate. The Investor will deposit the funds directly into the bank account of the investment company or their nominee company where such funds are to be placed for the future management of the investment.

15. Any income, dividends or other distributions generated by the investment will be re-invested in the investment for the Investor unless otherwise instructed in the Schedule. If the Investor instructs such income, dividends or other distributions to be paid to the Investor quarterly or six-monthly, depending on the underlying investments, payment will be affected into the Investor's stipulated bank account as they fall due.

16. Finsolnet may vote on behalf of the Investor in respect of a ballot conducted by collective investment scheme in so far as the ballot relates to the investments managed by Finsolnet on behalf of the Investor.

OTHER

17. The Investor confirms that Finsolnet shall not be required to provide the Investor with any information other than that which a product provider, such as a collective investment scheme or other listed insurance company, is required by law to disclose to the Investor.

18. Finsolnet shall furnish the Investor with quarterly reports concerning the Investor's investments.

19. Finsolnet may furnish the Investor with electronic reports provided that the Investor can access the reports.

20. The Investor further acknowledges that, through Finsolnet, they have access to certain preferential fee classes, subject to their ongoing engagement with Finsolnet or their IFA.

21. Finsolnet or the Investor shall be entitled to terminate this Mandate by furnishing, the one to the other, not less than 30 (thirty) calendar days' written notice of such termination. Notwithstanding any other provision in this Mandate, Finsolnet's appointment shall immediately cease if its status as an authorised financial services provider is withdrawn in terms of the FAIS Act or any other provision of applicable legislation.

22. Should the investor have any complaints or queries regarding the Terms and Conditions or the online Mandate you can contact us by email on admin@finsolnet.co.za.

Signed and accepted at________________________________on this the______day of_____________________20_____

Full name of Investor___________________________________Physical Signature: ________________________________

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ANNEXURE A: INVESTMENT OBJECTIVE AND GUIDELINES

	Selection (please tick or initial)	
I HEREBY AUTHORISE FINSOLNET TO MANAGE MY PORTFOLIOS IN RESPECT OF:		
LOCAL JURISDICTIONS ONLY		
OFFSHORE JURISDICTIONS ONLY		
BOTH LOCAL AND OFFSHORE JURISDICTIONS		

INVESTMENT OBJECTIVES

Investment objectives might be achieved with a variety of combinations of investment solutions. Risk preference and a distinction between capital and income needs across the investment horizons, along with the Investor's particular preferences are key inputs to which investment solution or combination of solutions are chosen.

RISK PREFERENCE

Risk preference is determined considering the current set of information and circumstances of the Investor, but may change over time.

An investor's funds may be stratified between lower risk investments (E.g. for short to medium terms funding needs) and other risk categories, including verry aggressive strategies based not only on an investor's risk appetite or risk tolerance, but also the investor's return requirements.

Very Conservative		
Conservative		
Moderate		
Aggressive		
Very Aggressive		

INCOME/CAPITAL GROWTH NEEDS	**Capital Growth**	**Income Generation**
Short Term (3 months to 2 years)		
Medium Term (2 to 5 years)		
Long Term (5 years or longer)		

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Finsolnet PORTFOLIO MANAGEMENT

ANNEXURE B: CLIENT DUE DILIGENCE FORM
(TO BE COMPLETED BY ADVISER OF THE END INVESTOR)

INDIVIDUAL

Full Name and Surname:	
Nationality:	
Identity Number:	
Occupation: (If retired, include occupation before retirement)	
Industry:	
Physical Address (Not P.O. Box):	
Is the Investor a Domestic Prominent Influential Person(DPIP)?	
Is the Investor a Foreign Prominent Public Official (FPIP)?	
If the Investor is a DPIP/FPIP, please specify.	
Source of the Funds Invested:	
Origin of wealth:	
Transaction size:	

LEGAL ENTITY

Entity type:	
Registered name of the Entity:	
Registration number / IT number:	
Country of incorporation:	
Nature of business:	
Physical Address (Not P.O. Box):	
Source of the Funds Invested:	
Origin of wealth:	
Transaction size:	

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DETAILS OF AUTHORISED PERSON TO ACT ON BEHALF OF THE INDIVIDUAL/LEGAL ENTITY
(To be completed if the investor has appointed an authorised person to act on its behalf)

Full Name and Surname:			
Relationship:			
Identity Number:		Nationality:	
Physical Address (Not P.O. Box):			
Is the Authorised Person a Domestic Prominent Influential Person (DPIP)?			
Is the Authorised Person a Foreign Prominent Public Official (FPIP)?			
If the Authorised Person is a DPIP/FPIP, please specify.			

IFA UNDERTAKINGS

1. The IFA as the first party accountable institution agrees and undertakes to comply with the following obligations in terms of FICA and any regulations and/ or guidelines related thereto in respect to the investor:
   - To establish and verify the identity of the investor (as well as the person(s) acting on behalf of the investor, if applicable);
   - to screen the investor (as well as the person(s) acting on behalf of the investor, if applicable);
   - to keep the records obtained in order to identify and verify the identity of the investor; and
   - to comply with all other obligations as set out in FICA.

2. The IFA further undertakes the following:
   - to provide Finsolnet with additional information as required with respect to the investor from time to time;
   - to inform Finsolnet if the investor terminates the business relationship with the IFA; and
   - to complete a new Consent Form with the investor if the investor's risk objective and risk preference change and/ or if there are any changes made to the Mandate.

ACCEPTANCE BY IFA:

Accepted at________________________________on this the_______day of_________________________20______

Signature: ____

Full name of Signatory/ies: ____________________________________

Position: ____

Company: ____

FSP Number: ____

Initial here:

ANNEXURE C: FINSOLNET DISCLOSURE LETTER

Finsolnet Portfolio Management (Pty) Ltd (Finsolnet) is registered as an authorised financial services provider with the FSCA with license number 52202. A copy of the license is available on request and displayed at the business address of Finsolnet. Apart from the general exemptions published, no exemptions, conditions or restrictions are applicable to the license.

The FSP is permitted to provide discretionary investment management services within the license categories listed in the table below. The FSP accepts responsibility for the discretionary management services rendered in terms of its mandate with the representatives.

License Category
Long-term Insurance subcategory B1
Long-Term Insurance: Category B2-A
Long-Term Insurance: Category B1-A
Structured Deposits
Participatory interest in a hedge fund
Long-term Insurance subcategory C
Retail Pension Benefits
Pension Funds Benefits
Shares
Money market instruments
Debentures and securitized debt
Warrants, certificates and other instruments
Bonds
Derivative instruments
Participatory interests in one or more collective investment schemes
Long-term Deposits
Short-term Deposits
Long-term insurance subcategory B2

Finsolnet has professional indemnity cover in place.

Finsolnet does not have any contracts with product suppliers in place.

Finsolnet is remunerated for investment management services by means of an asset management fee calculated as a % of assets under management.

Finsolnet does not own more than 10%, either directly or indirectly, in any product supplier. Finsolnet is not an associated company of any particular insurer.

Finsolnet has adopted and implemented a conflict-of-interest management policy that complies with the provisions of the FAIS Act. The conflict-of-interest management policy is available for perusal at the Finsolnet’s business premises.

If you are not satisfied with any aspect of Finsolnet’s service, you should address your complaint in writing at Finsolnet’s business address. A copy of Finsolnet’s complaints resolution policy is available on request.

Compliance with the FAIS legislation is monitored by Moonstone Compliance, a compliance practice approved by the FSCA (practice number 188).

All information obtained or acquired from /about you shall remain confidential unless you provide written consent, or unless the FSP is required by law to disclose such information.

No provider may request or induce you, the client, in any manner to waive any right or benefit conferred on you by, or in terms of, any provision of the FAIS Act and Code of Conduct.

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