

# **UNIT TRUST ACCOUNT OPENING FORM**

**Legal Entities and Trusts** 

How to Invest									
	nlease re	ad the <b>Terms and</b>	Conditions of this inv	/estme	ent (attached heret	ol care	efully		
1. Before investing, please read the <b>Terms and Conditions</b> of this investme 2. Once competed this form should be returned to:     African Alliance Eswatini Management Company Limited     2nd Floor, Nedbank Centre, Corner Dr. Sishayi and Sozisa Roads     Mbabane, Eswatini  3. New Accounts will only be opened on receipt of this Account Opening Fo				Account Opening Forms can also sent to: African Alliance Eswatini Management Company Limited PO Box 5727, Mbabane H100, Eswatini Phone: +268 2406 6000 Fax: +268 24048391 Or e-mailed to szclo@africanalliance.sz					
☐ AML documen	tation	☐ Proof of de	eposit	□ Pro	of of banking deta	aits			
For office use only	Inve	stor Number:							
Details									
☐ Close Corporation	n 🗖 L	ocal Company	☐ Foreign Compa	any	☐ Partnership		☐ Trust		Other
Investor  Registered Name	T							Broker Details	Broker Stamp
Trading Name									
Registration Number	r								
Income Tax Number					VAT Number				
Registered Address					Business Addres	SS			
3							Post Code	!	
Postal Address									
							Post Code	!	
Telephone					Telephone (W)				
Cell Fax					Fax				
Email Address									
Please specify your preferred method of receiving correspondence *									
*Where no selection is made correspondence will be sent to the e-mail address supplied above. If no email address is supplied, correspondence will be sent via post.									
Contact Person									
Title Surname									
First Name(s)					☐ Female				
Identity Number or Passport									
Income Tax Number Count			untry of Residence for tax purposes						
Telephone					Telephone (W)				
Cell					Fax				
Email Address									
Joint Signatory Authority									
Please indicate whether you require a joint signing authority by making an election below:									
We instruct African Alliance Eswatini Management Company Limited ("African Alliance") to only action instructions signed by all authorised signatories.									
	rican Allia	ance to action instr	ructions signed by the	e indica	ated number of sig	gnatorie	es 🗌		
☐ We instruct Af	We instruct African Alliance to action instructions signed by any of the authorised signatories and agree to terms (a) to (d) below								

African Alliance will action instructions signed by any of the authorised signatories if no election is made.

We jointly and severally authorise African Alliance to act upon instructions placed by any one signatory on behalf of the entity subject to terms (a) to (d) below:

- (a) We authorise African Alliance to act upon instructions given, signed or purportedly signed by any one of the authorised signatories.
- (b) We confirm that these authorisations shall apply to any further units purchased, transferred or otherwise held by the entity.
- (c) We agree that this authorisation shall remain in force until notice signed by all the authorised signatories in writing of its termination or replacement is received by African Alliance and any such notice shall be without prejudice to the completion of transactions already initiated by African Alliance pursuant to the above terms.
- (d) It is the policy of African Alliance to send monies to the same bank account from where it originated.

# Source of Funds Invested

Please specify the source of funds (e.g. investment proceeds; sale of assets; etc.) African Alliance reserves the right to request documentary proof e.g. income statement, bank statement.

Banking Details of Investor					
Name of Account Holder					
Name of the Bank					
Branch Name		Branch Code			
Account Number		Account Type			
Swift Code					

## Signature of Account Holder \_\_\_\_

- A cancelled cheque or bank statement must be attached as proof of banking details.
- Debit orders and electronic collections will be deducted from this account.
- The onus is on the investor to inform African Alliance of any changes to the bank account details.
- No payments will be made into third party bank accounts or credit cards. (i.e. payments will only be made to the bank account in the name of the registered investor).

## **Authorisation and Declaration**

Signed at \_\_\_

- 1. I have read and fully understood all the pages of this application form and agree to the Terms and Conditions of this investment and I understand that this application and any further documents, read with the Deed, constitutes the entire agreement between African Alliance and me.
- 2. I warrant that the information contained herein is true and correct and that where this application is signed in a representative capacity, I have the necessary authority to do so and that this transaction is within my power.

Date\_\_

Authorised Signatories (complete Annexure A for all persons below)						
1.	Full Name	Сар	pacity			
	Signature of Authorised Signatory					
2.	Full Name	Сар	pacity			
	Signature of Authorised Signatory					
3.	Full Name	Сар	pacity			
	Signature of Authorised Signatory					
4.	Full Name	Сар	pacity			
	Signature of Authorised Signatory					

<sup>\*</sup> If signing on behalf of the investor please provide proof of authority and supporting verifying documentation.

# Additional Compulsory Information (if applicable)

AUTHORISED SIGNATORIES / TRUSTEES										
Details of all authorised representatives, each manager, member, partner(s), persons exercising executive control, shareholders, trustees, and ultimate beneficial owner. (Please make extra copies where needed)										
Please tick the correct category of individual for which additional information is herewith submitted.										
☐ Managing me	ember (CC)	☐ Ad	☐ Additional member (CC)		☐ Foreign signatory (Company or CC)					
☐ Partner		☐ Sh	☐ Shareholder (Company)		☐ Ultimate Beneficial Owner					
☐ Founder (Trust)		☐ Tr	☐ Trustee (Trust)		☐ Named Beneficiary (Trust)					
☐ Director		<b>□</b> Au	☐ Authorised representative							
Title		Surname	1							
First Name(s)		Surname					☐ Male	☐ Female		
Date of Birth				Nationality	,		■ Mate	<b>a</b> r emate		
Identity Number or Passport (if no RSA ID)			ivationatit	′						
Income Tax Number										
Residential Address										
				Post	al Code					
Postal Address										
				Post	al Code					
Telephone (H)				Tele	phone (W)					
Cell				Fax						
Email Address				I		<u> </u>				
	1									
Signature:										

Page 3 of 4 January 2019

## TERMS AND CONDITIONS

#### General

- This application together with the Main Deed and the relevant Supplemental Deeds, will govern the legal relationship between the investor and the Management Company. It is the Management Company's sole discretion to accept or reject the Unit Holder's application form.
- 2. Please note that all documents, notifications of deposit, investment, redemption and switch applications must be received by the Management Company by or before 11:00am (SA), to be transacted at the net asset value price for that day. Where all required documentation is not received before the stated cut off time the Management Company shall not be obliged to transact at the net asset value price as agreed to.
- Any monies received by the Management Company that are not supported by appropriate documentation may be returned to the paying bank within 3 business days from receipt thereof by the Management Company
- 4. No interest will accrue to monies awaiting allocation.
- All material facts must be accurately and properly disclosed, and the accuracy and completeness of all
  answers, statements or other information provided by or on behalf of the Unit Holder, are the Unit
  Holder's own responsibility.
- No indulgence granted by the Management Company shall affect or prejudice the rights of the Management Company, nor shall it be regarded as a waiver of African Alliance's rights.

#### Instructions

- Only signed written instructions (faxed copies included) from the investor or an authorized representative will be acted upon.
- The Management Company will not proceed with any transaction if there is any doubt as to the validity of any signatures/information or if it deems the application to be incomplete in any way and African Alliance cannot be held liable for any resultant losses as a result thereof.

## Reporting

Investor statements will be issued quarterly.

#### Fees

- 1. The fees that apply to this investment are set out in the Prospectus and latest Fund Fact Sheet.
- The Management Company may charge an initial fee and/or exit fee ("manager's charge") in respect of expenditure incurred and administration performed in connection with the creation, issue or sale of units
- 3. The annual management fee ("service charge") is the fee charged by the Management Company for the ongoing management or administration of the fund. This fee is payable monthly and calculated as a percentage of the market value of the total assets of a portfolio for each day of the respective calendar month
- The fixed monthly maintenance fee may be charged by the Management Company in respect of an account with a unit balance that falls below the prescribed minimum.
- 5. Fees exclude VAT.

## **Authorisation and Declaration by Investor**

- 1) I / We warrant that I am / we are duly authorised to sign this Account Opening Form and to invest in, switch or sell units in African Alliance Eswatini's Unit Trust Funds ("The Funds") and that by my / our investing, holding or purchasing units I / we will not be in breach of any laws or regulations of any competent jurisdiction and I / we hereby indemnify the Manager, Investment Manager, Custodian, Trustee, Administrator and other unitholders for any loss suffered by them as a result of this warranty / representation not being true in every respect.
- 1) I / we agree to provide the declaration and warranties contained herein to African Alliance Eswatini Management Company Limited ("African Alliance") and at such time as African Alliance may request such certifications, documents or other evidence as African Alliance may reasonably require to substantiate such representations. I / we agree to notify African Alliance immediately if I / we become aware that any of the declarations or warranties contained herein is / are no longer accurate or complete in all respects.
- 1) I / we hereby confirm that African Alliance, the Manager and the Administrator are each hereby authorised and instructed to accept and execute any instructions in respect of the Units to which this application relates, given by me / us in written form or by facsimile. I / we hereby indemnify African Alliance, the Manager and the Administrator and agree to keep them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting upon facsimile or telephone instructions. In circumstances where such instructions relate to a change in the Bank Account Details for redemption payments referred to above, I / we confirm that I / we will provide African Alliance, the Manager or the Administrator with an original written instruction. The Manager and Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- 4) I/we confirm that I/we have accessed, and understood a copy of the Prospectus containing the detail for the particular African Alliance Eswatini Unit Trust Fund in which I/we wish to invest at the date of this application. I/we acknowledge that this application is made on the terms of the Trust Deed, Prospectus and material contracts referred to therein.
- 5) I / we direct that on the death of one of us, the Units for which we hereby apply will be held in the name of and to the order of the survivor(s) of us or the executors and administrators of such survivor (applicable to natural persons only).
- 6) African Alliance, the Manager and the Administrator reserve the right to seek evidence of identity to comply with applicable money laundering regulations. In such case of delay or failure to provide

- satisfactory information, African Alliance, the Manager and the Administrator may take such action as they see fit.
- 7) I / We acknowledge and understand that, African Alliance is not responsible for any tax liability that I / we may incur or for changes in my / our tax status as a result of any changes to the current tax renime.
- 8) Redemptions will only be made into the bank account as detailed in the "Bank account details" per the previous page and only as instructed by the duly authorised signatory(ies) as designated under Authorised Signatories. Under no circumstances will any redemptions be paid into third party or nominee accounts
- 9) I hereby expressly consent to African Alliance collecting and processing my personal information in order to
  - a. Open, administer, manage and operate my unit trust account/investment;
  - Provide any combination of services, analysis, advice or intermediary services linked to my account:
  - Monitor and analyse the conduct on my account for AML, market abuse, compliance and other risk related purposed;
  - d. Carry out statistical and other analysis to identify potential markets and trends, and
  - e. Develop new products and services.
- 10) I hereby expressly consent that African Alliance may
  - f. Process my personal information within the Group for the purposes as set out in 9 above:
  - g. Disclose my personal information to any person who provides services to African Alliance or acts as its agent or to whom African Alliance has transferred or proposes to transfer any of its rights and duties in respect of my account. Some of these persons may be located in countries outside of the Kingdom of Eswatini;
  - Share my personal information with its service providers, locally and outside Eswatini, as necessary;
  - i. Contact me for the purposes of marketing new products or services

#### 11) I acknowledge that

- African Alliance will at all times remain responsible for determining the purpose of and means for processing my personal information
- k. African Alliance is required by various laws, including but not limited to AML laws, to collect and further process some of my Personal Information
- Without my personal information African Alliance may be unable to open or continue to offer services to me, and
- m. I am providing African Alliance with my personal information voluntarily.
- African Alliance will disclose or report personal information if and when required to do so by law or any regulatory authority.
- 12) I consent to African Alliance making enquiries of whatsoever nature for the purpose of verifying the information disclosed in this application and I expressly consent to African Alliance obtaining any other information concerning me from any source whatsoever to enable African Alliance to process this application.

# Anti-Money Laundering and Counter Financing of Terrorism regulations (AML and CFT regulations)

In terms of applicable AML and CFT regulations, African Alliance is required to take the prescribed steps to establish and verify my identity.

- 14) I accept that African Alliance reserves the right to require information and documentation (Statutory Documentation) in order to verify my identity and I accept that the delay or failure by me to provide the Statutory Documentation as requested by African Alliance will result in African Alliance taking any action necessary to protect its rights.
- 15) I indemnify and hold African Alliance harmless against any claims, loss or damage and/or any expense of any nature whatsoever which may arise as a result of an instruction not being processed timeously due to African Alliance having received incomplete Statutory Documentation.
- 16) Should details in respect of any Statutory Documentation change, I undertake to forward confirmation and/or the verification documentation in respect of such change to African Alliance within 30 days of such change.

## Contact

African Alliance Eswatini Management Company Limited 2nd Floor, Nedbank Centre, Corner Dr. Sishayi and Sozisa Roads, Mbabane, Eswatini

# Compliance Department

The contact address of the Compliance Officer is the same as the address above. 2nd Floor, Nedbank Centre, Corner Dr. Sishayi and Sozisa Roads, Mbabane, Eswatini

# Complaints

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from African Alliance. A complaint must be submitted to the Compliance Officer. African Alliance will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof.

Signed at	Date			
Full Name of Signatory	Capacity			
Signature of Investor/Legal Guardian				
Full Name of Signatory	Capacity			
Signature of Investor				

<sup>\*</sup> If signing on behalf of the investor please provide proof of authority and supporting verifying documentation