

Legal Entities and Trusts Application Form

1. BEFORE YOU INVEST

IS A UNIT TRUST THE RIGHT PRODUCT FOR YOU?

Collective Investment Schemes (commonly known as unit trusts) are “funds” where the money from many investors are pooled together and invested in assets like shares, bonds, property and cash. This means that investors do not have to manage individual investments themselves, but rely on the skills of appointed investment professionals to manage the fund. Investors hold equally priced units where the price of the unit is based on the value of the underlying investments held in the fund.

Some funds invest in the shares of companies, which means that part of their profits will be paid out periodically in the form of dividends. Other investments – like government bonds, corporate bonds and money market – make periodic interest payments. You can choose to receive these distributions, or use the money to buy more units and grow your investment.

WHAT ABOUT TAX?

There is no tax paid within a unit trust vehicle. Interest income subject to Interest Withholding Tax, must be declared annually to NAMRA and will be taxed according to the prevailing rates. You will receive a statement every year that clearly states the interest, where relevant, that you have received.

Our core philosophy is to preserve capital and to manage relative and absolute downside risk.

My Benefits

WHAT ARE MY BENEFITS?

Easy and cost effective access to diversified pools of investments across various asset classes including equities, bonds, listed property and money market. Standardised and transparent information regarding fund details, including costs, and widely published unit trust prices and performance numbers allowing for regular monitoring. Easy access to funds. Protection for investors via a highly regulated industry.

Completing the form

DOWNLOAD AND COMPLETE THE FORM AND AGREE TO THE T&C'S

1. Please read the [Terms and Conditions](#) and the Minimum Disclosure Document (MDD).
2. Complete all relevant sections, and send it together with the required documents to Prescient IJG via email units@prescient-ijg.net
3. Cut-off times for receiving instructions are 13:00, except for Money Market funds where the cut off time is 11:00.
4. If you wish to make an EFT payment, we will provide you with our bank details and your client account once your Unit Trust account is opened.

SUPPORTING DOCUMENTS

The following must be submitted with this application:

- ☐ KYC Documentation
- ☐ Proof of Bank Account Details
- Completed Ultimate Beneficial Owner

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2. DETAILS

☐ Namibian (Pty) Ltd ☐ Namibian Listed Company ☐ Namibian Close Corporation ☐ Collective Investment Scheme (CIS) ☐
☐ Retirement Fund ☐ Medical Aid Scheme ☐ Foreign Company ☐ Partnership ☐ Trust ☐
☐ Other Legal Entity (Clubs, NPO's, Churches, etc)

3. INVESTOR

Registered Name _____
 Trading name (if different) _____ Registration Number _____
 Income Tax number _____ VAT Number _____
 Nature of business _____
Registered Address
 c/o _____
 Unit _____
 Complex _____
 Street Number _____
 Street _____
 Suburb _____
 City _____
 Postal code _____
 Country _____
 Telephone (W) _____
 Email Address _____
Postal Address
 Same as Registered Address ☐ Yes ☐ No
 c/o _____
 Line 1 _____
 Line 2 _____
 Line 3 _____
 Line 4 _____
 Postal code _____
 Country _____
 Cell _____

All communication will be sent to you via e-mail. If you prefer post or do not have an e-mail address, please check here.

4. CONTACT PERSON

First name(s) _____ Surname _____
 Telephone (W) _____ Cell _____
 Email Address _____

5. INVESTMENT OPTION DETAILS

Please complete the table below once you have made your selection.

Minimum investment of N\$1 000 per month OR N\$10 000 as lump sum.

- I hereby apply to purchase units in the selected portfolios subject to the conditions of the relevant Supplemental Deed at the ruling fund prices.
- The Manager does not charge an initial fee.
- The Annual Management Fee is the fee charged by the Manager for managing and administering the fund.

Unit Trust Portfolio	Annual Management Fee	Investment Amount	Debit Order	Re-invest distributions?*	
				'Yes'	'No'
		N\$	N\$		
		N\$	N\$		
		N\$	N\$		
		N\$	N\$		

* If you selected to have your distributions paid out, they will be paid into the bank account specified. If your distribution is below N\$1 000 or no selection is made, your distribution will automatically be re-invested.

6. SPECIAL FEE INSTRUCTIONS

In the event that a special fee arrangement has been entered into with us, please indicate such arrangement below.

Unit Trust Portfolio	Fee Class	Agreed with

7. SOURCE OF FUNDS INVESTED

Tax Refund ☐ Investment/Insurance pay out ☐ Passive Income (rental, dividends, interest) ☐ Venture capital ☐

Trust donor ☐ Savings ☐ Sale of assets ☐ Donations ☐ Trade/business ☐

Other (please specify) _____

Please note that in certain circumstances we may request additional information.

8. REGULAR WITHDRAWALS

Please only complete this section if you would like to receive a regular withdrawal from your investment. Your regular payment will be paid on the 25th of the relevant month, but may only reflect in your bank account up to two business days later.

Payment frequency ☐ Monthly ☐ Quarterly ☐ Biannually ☐ Annually ☐

Unit Trust Portfolio	Regular Withdrawal Amount
	N\$
	N\$
Total	N\$

9. BANKING DETAILS OF INVESTOR

Name of Account Holder	
Bank	
Branch Name	
Branch Code	
Account Number	
Account Type	

- Please provide the Manager with Proof of Bank Account Details
- The account holder must have a Namibian bank account.
- Debit orders will be deducted from this account.
- The onus is on the investor to inform the Manager 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).

10. METHOD OF PAYMENT

LUMP SUM

☐

Once your account has been opened, you will receive notification and payment instructions

DEBIT ORDER

I/we hereby authorise the Manager to deduct the stated amount for the investment from the bank account above. I/we agree to pay bank charges and costs incurred by this debit order. Any debit order amendment must be received in writing by the Manager prior to the 7th day of the month in order for it to be acted upon in the following month.

Regular Debit Order

☐

Funds are deducted from the investor's bank account on the 1st **working day** of each month.

Commencement month/year

Annual Escalation

%

Please note: Funds invested via debit order may not be redeemed until after 40 days from the date on which such funds were invested into units on your behalf.

BANKING DETAILS FOR DEBIT ORDER DEDUCTION (IF DIFFERENT FROM INVESTOR'S BANK DETAILS):

Name of Account Holder	
Bank	
Branch Name	
Branch Code	
Account Number	
Account Type	

Please note: Certified proof of ID and proof of bank account details required for account holder

Signature of Account Holder _____

11. FINANCIAL ADVISOR DETAILS (IF APPLICABLE)

Complete this section if you have an independent Financial Advisor

Name of Financial Advisor _____

Name of Financial Services Provider _____ NAMFISA License Number _____

Contact Tel No _____ Email _____

WHAT FEES MUST BE PAID TO YOUR FINANCIAL ADVISOR FOR THIS INVESTMENT?

I agree to pay the following negotiated fees on this investment and all future investments and associated transactions until otherwise specified:

Initial Fee _____ % (You may negotiate an **initial financial advisor fee**, to be paid to your financial advisor before your first contribution is invested. If it is agreed that no initial fee is payable, please insert 0%)

Annual Fee _____ % (You may negotiate an **annual financial advisor fee** to be paid to your financial advisor. Units will need to be cancelled to pay your advisor this fee. If no annual fee is payable, please insert 0%)

INVESTOR DECLARATION FOR CLIENTS WITH A FINANCIAL ADVISOR

- I confirm that the above details are correct.
- I confirm that this financial advisor, as authorised representative of the FSP above, is my appointed financial advisor.
- I confirm that my appointed financial advisor and any other third parties with whom I have an agreement to manage this investment (e.g. a discretionary investment manager) will have access to my investment details.
- I understand and confirm that Prescient IJG may redeem units in order to pay the agreed financial advisor fees. I understand that this authority may be withdrawn by me by written instruction to Prescient IJG. I understand and agree that all instructions submitted by myself or my financial advisor will be governed by the relevant and latest Terms and Conditions in force as at the date of instruction submitted.
- I acknowledge and agree that Prescient IJG will not be held liable for acting on any instructions submitted by myself or my financial advisor and I indemnify Prescient IJG from all direct or indirect claims (including claims for consequential damages in this regard).
- I have read and agree to the Authorisation and Declaration.

Signature of Investor _____ Date _____

12. FINANCIAL ADVISOR DETAILS (IF APPLICABLE)

Section to be completed by Financial Advisor.

I am a new Advisor ☐ New Advisors need to complete a IJG Advisor Agreement.

Existing IJG Advisor code (Entity ID): _____

Email address for correspondence: _____

I, the appointed Financial Advisor for this investment application declare that:

1. I am licensed to render services in respect of this product.
2. I have made the necessary disclosures to the investor/s.
3. I have established and verified the identity of the investor/s (and persons acting on behalf of the investor) in accordance with the Financial Intelligence Act (FIA) and the regulations thereto, and I will keep records of such identification and verification according to the provisions of FIA.
4. I am not aware of any activities in which the investor is involved which may lead us to suspect or reasonably suspect that the investor is or may be involved in any unlawful activities or money laundering. Should we subsequently become aware of suspicions of this nature, we shall immediately inform Prescient IJG.
5. I have explained all fees that relate to this investment to the investor/s and I understand and accept that the investor/s may withdraw his / her authority for payment to me in writing and inform Prescient IJG and me.
6. My personal information may be used by Prescient IJG in the normal course of business to provide the products and services and Prescient IJG may retain any information for purposes of investment transactions, processing and administration and to communicate directly with me. Personal information will not be given or sold to any third parties. Prescient IJG will disclose or report personal information if and when required to do so by law or any regulatory authority, and to our employees, or agents who require such information to carry out their duties.

Signature of Financial Advisor _____ Date _____

13. INTEREST WITHHOLDING TAX

A 10% withholding tax is levied on interest received from unit trusts paid to any person other than a Namibian company. Interest income earned by individuals and trusts from stock or securities issued by the Government of Namibia (including Treasury Bills), or any regional council or local authority in Namibia is exempt from this withholding tax.

ANNEXURE A: ULTIMATE BENEFICIAL OWNER

PLEASE COMPLETE THIS ANNEXURE FOR EVERY INDIVIDUAL INDICATED IN THE TICK-BOXES BELOW

Definitions:

"Owns the legal entity": any natural person that owns 25% or more of the issued shares of the legal entity applicant, whether directly or indirectly, and which shares have voting rights attached to them.

"Effective control": any natural person that controls the legal entity independently, or together with another person, through means other than shareholding. E.g. shareholder agreements.

Please tick the appropriate box/es, according to the role of the individual for whom the annexure is being completed:

Owner of 25% or more shares with voting rights attached ☐ Exercises control of the legal entity through other means**

Executive Director ☐ Non-executive director ☐ Manager ☐ Partner

** Please specify what "other means" refers to _____

Details of natural person.

Full Name _____

ID or Passport Number (if Foreign National) _____

Percentage shareholding in legal entity (if applicable) _____

Role/Position at legal entity applicant _____

Signature _____

Supporting documents to be submitted with application form:

1. A copy of an ID document (as defined under "FIA Requirements") for each individual for/by whom this form is completed.
2. A group structure/organogram.

Should go up to the natural person that owns or exercises effective control of the legal entity applicant; and.

Should include percentage shareholding with voting rights attached per entity/person

AUTHORISATION AND DECLARATION

1. I have read and fully understood all the pages of this application form and agree to the Terms and Conditions of this investment into the Unit Trust Option(s) and I understand that this application and any further documents, read with the Supplemental Deed, constitutes the entire agreement between the IJG Unit Trust Management Company Ltd ("the Manager") 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.
3. I am aware of the charges and fees, the total expense ratio, investment objectives, risk factors and income distributions applicable to my investment as set out in this form and in other documentation provided to me.
4. I authorise the Manager to deduct any debit orders, any applicable taxes and also to pay all fees. If the additional annual advisor fees are insufficient to pay the Financial Advisor from one portfolio, the Manager will sell units proportionately from the portfolios and pay the amounts to the advisor monthly. Permissible deductions from the portfolio include management fees, performance fees, bank charges, trustee/custodian, audit fees, securities transfer tax and brokerage.
5. I acknowledge that the responsibility in ensuring my instruction has been received and actioned by the Manager lies with me.
6. I acknowledge that the Manager will not be liable for any damages or loss of whatsoever nature arising out of the Manager's failure to action my instruction due to any occurrences beyond the control of the Manager, nor will the Manager be liable for any loss incurred due to incorrect information being supplied by myself or by my advisor or agent sending completed documentation to the incorrect mailbox.
7. I acknowledge the transaction cut off times set out herein and agree to comply with such cut off times.
8. I acknowledge the inherent risk associated with the selected Unit Trust Option(s) and that there are no guarantees.
9. I understand and agree that no part of the services provided by the Manager constitutes a solicitation, recommendation, guidance or proposal, nor does it constitute financial, tax, legal, investment or other advice. I warrant to the Manager that I am acting for my own account, I have made my own independent decisions to enter into the investment and as to whether the investment is appropriate or proper for me, based upon my own judgement and upon advice from such advisors as I may deem necessary. I warrant that I am not relying on any communication from the Manager, 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 and conditions of an investment shall not be considered investment advice or a recommendation to enter into the investment. I warrant that I have not received from the Manager any assurance or guarantee as to the expected results of the investment.
10. I understand that the Manager will accept instructions from my Financial Advisor only if duly appointed and authorised in writing by me. The Manager will not be held liable for any losses that may result from unauthorised instructions given to the Manager by my Financial Advisor.
11. I hereby authorise the Manager to furnish written reports to my duly appointed Financial Advisor, if applicable.
12. If I have appointed a Financial Advisor I authorise the payment of the negotiated fees to be paid to my Financial Advisor from my portfolios. This authority to pay fees may be withdrawn by written notice to the Manager.
13. I authorise the Manager to accept and act upon instructions by e-mail and hereby waive any claim that I have against the Manager and indemnify the Manager against any loss incurred as a result of the Manager receiving and acting on such communication or instruction.
14. Any personal information may be used by the Manager in the normal course of business to provide the products and services and the Manager may retain and share any information for purposes of investment transactions, processing and administration and to communicate directly with me. Personal information will not be given or sold to any third parties. The Manager will disclose or report personal information if and when required to do so by law or any regulatory authority, and to the Manager's employees (if relevant), or agents who require such information to carry out their duties. I/we consent to the processing of my/our personal information/data and the disclosure of my/our personal information/data to any tax authority. I consent to the Manager making enquiries of whatsoever nature for the purpose of verifying the information disclosed in this application and I expressly consent to the Manager obtaining any other information concerning me from any source whatsoever to enable the Manager to process this application.
15. I confirm that I have received, noted and understood the following information:
 - a. the Minimum Disclosure Document
 - b. investment objectives and risk factors
 - c. the calculation of the Net Asset Value (NAV), dealing prices and distribution of income accruals
 - d. any additional information necessary to enable the investor to make an informed decision

16. I consider the entity to be, or to be associated with a Domestic PEP or a Foreign PEP.

Yes ☐

No ☐

If Yes, please provide details:.

Please note: It is the client's responsibility to disclose to IJG should this status change.

17. I acknowledge that Prescient IJG will retain personal information as permitted or required to do so in terms of Applicable Laws. However, as a general rule, Prescient IJG may retain personal information for the longest period permitted by such Applicable Laws should Prescient IJG foresee a requirement to retain it for a lawful purpose (for example, for the purposes of complaints handling, legal processes and proceedings.)

Signed at _____ Date _____

Full name of signatory _____ Capacity _____

Authorised Signatory _____

Signed at _____ Date _____

Full name of signatory _____ Capacity _____

Authorised Signatory _____

THANK YOU

You have completed this application form. Please collate all your required KYC documentation to include in your submission.

KYC REQUIREMENTS

In terms of the Financial Intelligence Act, 2012 (Act No 13 of 2012) Prescient IJG requires a copy of each of the following documents:

An “ID document” means both sides of a ID card, birth certificate (in the case of an investor who is a minor) or a passport on which the photo, ID number, name and surname and nationality of the person is visible.

“Proof of bank account details” is a bank statement or bank confirmation document that clearly displays the investor’s name and bank account number.

“Proof of address/business address” means a document less than 3 months old containing physical address that is a utility bill, bank statement, rates account or tax invoice.

COMPANY

- Certificate of Incorporation and Notice of Registered Office and Postal Address.
- Proof of business address.
- Proof of income tax number.
- Proof of authority to act for the company e.g. a directors’ resolution.
- Certified ID documents in respect of all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
- Proof of banking details

CLOSE CORPORATIONS

- Founding Statement and Certificate of Incorporation and Amended Founding Statement.
- Proof of business address.
- Proof of income tax number.
- Proof of authority to act for the close corporation e.g. a members’ resolution.
- Certified ID documents in respect of all authorised representatives and all individuals, or legal entities holding 25% or more of the voting rights.
- Proof of banking details

FOREIGN COMPANIES

- Official document from foreign regulator witnessing incorporation, bearing the name, number and address.
- Proof of address.
- Proof of income tax number.
- Proof of authority to act for the company e.g. a directors’ resolution.
- Certified ID documents/passports in respect of the all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
- Proof of banking details

OTHER LEGAL PERSONS (RETIREMENT FUNDS, MEDICAL SCHEMES, CLUBS, ASSOCIATIONS, BODY CORPORATES).

- The constitution or other founding document/ Regulatory approval in terms of which legal entity is created.
- Proof of address.
- Proof of income tax number.
- Proof of authority to act for the entity e.g. trustees’ resolution.
- Certified ID documents in respect of all the authorised representatives.
- Proof of banking details

PARTNERSHIPS

- Partnership agreement
- Proof of income tax number.
- Proof of address.
- Proof of authority to act for the partnership e.g. resolution.
- Certified ID documents in respect of all the partners and authorised representatives.
- Proof of banking details

TRUSTS

- Letters of authority from the Master or foreign regulator (foreign trusts).
- Trust Deed.
- Proof of income tax number.
- Proof of authority to act for the trust e.g. resolution.
- Certified ID documents in respect of all authorised representatives and also all beneficiaries mentioned by name in the trust.
- Proof of banking details
- Document of incorporation or founding document, that has been issued by the regulator of companies in your jurisdiction;
- Proof of address (if not displayed on registration documentation as requested above);
- Proof of trading name (if different to registered name);
- Proof of authority to act on behalf of the company e.g. a directors' resolution;
- ID documents/passports for all authorised representatives (as per resolution);
- A completed "Annexure A: Ultimate Beneficial Owner" for each beneficial owner; and
- Supporting documents as requested per Annexure A.

CONTACT FAIRTREE ASSET MANAGEMENT (PTY) LTD

Physical Address	15G Tenbergen Village, C/O Robert Mugabe Avenue & Julius K Nyerere Street, Windhoek, Namibia
Postal Address	P.O. Box 31339, Windhoek, Namibia
Reception	+264 83 377 7300
E-mail	clientservice@fairtree.com

CONTACT IJG UNIT TRUST MANAGEMENT COMPANY LTD

Physical Address	Corner of Grove & Chasie Streets, 4th Floor, 1@ Steps, Kleine Kuppe
Postal Address	P.O. Box 186, Windhoek, Namibia
Reception	+264 61 383 500
E-mail	units@prescient-ijg.net
Website	www.ijg.net

COMPLIANCE DEPARTMENT

Compliance Officer	Leonie de Klerk
Physical Address	Corner of Grove & Chasie Streets, 4th Floor, 1@ Steps, Kleine Kuppe
Postal Address	P.O. Box 186, Windhoek, Namibia
Reception	+264 61 383 500
E-mail	leonie@ijg.net
Website	www.ijg.net

COMPLAINTS

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from IJG Unit Trust Management Company Ltd. A complaint must be submitted to the Compliance Officer. IJG will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. Should you wish to lodge a complaint regarding the services being provided, an email can be sent to complaints@prescient-ijg.net or alternatively you can obtain our complaints policy, conflict of interest policy from the compliance department (address above).

Should you have a complaint related to the advice given by your financial advisor, please submit this complaint directly to your financial advisor. If an investor is still not satisfied with the response from the Financial Advisor, he/she has the right to address his/her complaint in writing to NAMFISA at the address below. NAMFISA is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

Postal Address	NAMFISA P.O. Box 21250 Windhoek, NAMIBIA
Telephone	+264 61 290 5000
Fax	+264 61 290 5194
E-mail	info@namfisa.com.na