



LEGACY INVEST

A legacy of wealth

APPLICATION FOR SUBSCRIPTION FOR SHARE UNITS

Avalon Memoriam Investments 1 LTD

Registration number: 2008/027740/06
(Incorporated in the Republic of South Africa)

www.legacyinv.co.za

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APPLICATION FORM FOR SUBSCRIPTION FOR SHARE UNITS

In terms of the Prospectus issued in accordance with the Companies Act, 1973 (Act No 61 of 1973), as amended.

This application form, when completed, should be forwarded by hand or posted to the following address:

Legacy Invest
Suite 2, Canteburry Park
67 President Reitz Street, Westdene, Bloemfontein

Note: All blocks must be completed. Applications are subject to the terms set out below and those set out in the Private Placing in which this application form is enclosed.

TO: The directors of Legacy Invest in regards of Avalon Memoriam Investments 1 LTD

I, the undersigned, warrant that I have full legal capacity to contract, and hereby irrevocably apply to subscribe for the number of Share Units at R1000 (One Thousand Rand) per Unit, or lesser number of Share Units that may be allocated to me at the discretion of the directors in terms of the Private Placing issued by the directors of Avalon Memoriam Investments 1 LTD ("the company")

- I attach hereto a cheque/postal order/banker's draft crosses "not transferable" in favour of Attorneys "Cronjé and Buitendag Trust Account" for the amount stated below.
- I understand that the minimum number of Share Units to be applied for is 10 (Ten) Units.
- I understand and consent to my monies being invested by the said Attorneys in a separate interest-bearing trust account with their bankers in terms of section 78(2A) of the attorneys Act, 1979.
- I declare that I understand and accept that my subscription for Share Units in Avalon Memoriam Investments 1 Limited is for a fixed term of 72 (Seventy Two) months.
- I declare that I understand and accept that it is a mandatory condition of my subscription that I agree to sell any and all Share Units in Avalon Memoriam Investments 1 Limited back to the Company, or its nominee, at the end of the fixed term, for R2 200.00 (Two Thousand Two Hundred Rand) per Unit.
- I declare that I understand and accept that the acceptance of my subscription for linked units in Avalon Memoriam Investments 1 Limited is conditional upon the aforementioned and that I agree to abide by aforesaid terms and conditions, and agree to do all things and sign all documents required and/or incidental to implement such transaction
- I declare that I personally received the complete and unaltered Prospectus prior to completing the Application form.

Optional - In the event of my/our application for Share Units being unsuccessful, I/we hereby direct the promoter should:

- Retain my/our Monies in the Attorneys Trust Account in terms of Section 78(2A) of the Attorneys Act of 1979, and I/we hereby authorise the Promoter to invest the said monies in any existing property prospectus whenever an opportunity for such investment arises.
- Retain my/our monies in the Attorneys Trust Account in terms of Section 78(2A) of the Attorneys Act of 1979, until I/we have had the opportunity to consider the provisions of any future registered prospectus promoted by the promoter and apply for the allocation of Share Units to me/us in the public company to which the said prospectus shall relate.
- Release my/our monies and repay same to me/us in my/our bank account.

Name of applicant: _____

Signature of applicant

Date

Broker: _____

If application is made in the name of an individual:

Title: _____ Surname: _____

First names: _____

Identity number: _____ Income tax number: _____

If application is made in the name of a trust or legal entity / guardian, state name of authorised person on its behalf:

Name of trust / legal entity: _____

Registration number: _____

Name of representative: _____

Capacity of representative: _____

Language preference: - English - Afrikaans

Postal address (preferably a postal box): _____ Code: _____

Residential / physical address: _____

_____ Code: _____

Tel: _____ (w) _____ (h)

Cell: _____ E-mail address: _____

TOTAL number of Share Units applied for: _____

Amount of cheque attached hereto: R _____

Above amount in words: _____

Banking details: Account holder: _____

(Compulsory) Bank: _____

Account number: _____ Branch code: _____

Type of account: - Cheque - Savings - Transmission

Banking details for depositing of investment amount:

Account holder: Cronjé and Buitendag
Bank: First National Bank (FNB)
Account number: 622 718 11450
Branch: Southern Centre
Branch code: 252005
Reference number: AM1/_____ < Insert client initials and surname here

Kindly enclose the following documentation:

- Proof of payment
- Copy of identity document
- Proof of physical address for applicant (not older than six months)
- Proof of banking details in applicant's name (not older than six months)
- Completed identification and verification form

TERMS OF THE APPLICATION

1. **Terms and conditions**

Please refer to the terms and conditions of the Prospectus as set out under the heading "Details of the Offer" including all other terms and conditions of the offer in the Prospectus and this application.

2. **Payment**

Payment in terms of this application must be made by a crossed cheque, electronic transfer, postal orders or bank draft, marked "not transferable", in favour of Attorneys "Cronjé and Buitendag Trust Account – Avalon Memoriam Investments 1 LTD". The cheque, postal order or bank draft must be mailed to or delivered in an envelope marked "Avalon Memoriam Investments 1 LTD".

3. **Powers of attorney and documents**

The Promoter is entitled to request powers of attorney, resolutions or supporting documents in connection with applications from any applicant.

4. **Applicants**

Any natural person, trust, legal entity or voluntary association shall be entitled to subscribe for a minimum of 10 (Ten) Units. Each application submitted must be in one name only and show only one address. At the discretion of the directors an applicant shall be entitled to cede his entitlement to the Shares and Claims allocated to him, to his spouse or his issue. A minor must be assisted herein by his guardian.

5. **Alterations**

All alterations made on the application form must be authenticated by a full signature.

6. **Receipts**

No receipts will be issued for applications. The said Attorneys will confirm in writing receipt of the amount paid.

7. **Address**

The postal address of the application on this application form will be used for all correspondence, including the forwarding of Share and Claim certificates and interest cheques. Post office box numbers are preferred. All communication though the post will be at risk of the applicant. Certificates in respect of Shares and Claims will be posted by registered mail or e-mailed to each applicant, at the applicant's risk but no notification will be given to successful applicants.

8. **Right of refusal**

The Promoter reserves the right to refuse any application in whole or in part, to accept some applications in full and others in part or to abate any or all applications on a basis determined by it.

9. **Rejection of applications**

Applications may be rejected if the conditions contained in the Private Placing, of which this application form and the instructions are an integral part, are not complied with.

10. **Cooling off period**

An application for Units shall not be revocable before the expiration of the third day after the time of opening of the subscription list. An investor shall have a cooling-off period of seven (7) days after date of application (as reflected on the application form) for Units, in which to withdraw his application.

11. **Acceptance of application**

All offers for Share Units accepted by the promoter shall be subject to the terms and conditions set out in the Private Placing and the Memorandum and Articles of Association of the Company.

12. **Withdrawal of application**

If the investor is allowed by the Company in its sole and absolute discretion to withdraw his investment in the Company after registration of transfer of the immovable property, he shall pay such penalties and administrative fees as set out in the Prospectus.

13. **Incomplete application and incorrect information**

In order for the investment to be processed successfully, all applications must be completed in full. The client is responsible for submitting the correct information and details on the application form.

DISCLOSURE REQUIREMENTS IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 31 OF 2002 (FIAS)

Introduction

The FIAS act became effective 1 October 2004 and the purpose of the act is to protect consumers and to enhance the integrity of the financial services industry. The purpose of this disclosure, client mandate and record of advice is to establish a clear and understandable contractual agreement / relationship between the Advisor (representative), the Client (investor), Financial Services Provider (FSP) and Promoter regarding the financial service rendered.

Details of the Authorised Financial Services Provider (Legacy Invest)

Name:	Dovetail Trading 509 CC trading as Legacy Invest
Physical address:	Suite 2, Canterbury Park, 67 President Reitz Street, Westdene, Bloemfontein, 9301
Postal address:	PO Box 29787, Danhof, 9310
Registration number:	2002/082361/23
Contact person:	Herman Lombaard
Telephone number:	051 447 7480
Fax number:	086 642 5459
E-mail address:	admin@legacyinv.co.za
Financial Services Provider number:	19653
Financial Services registered for in terms of FIAS:	Advice & Intermediary Services
Financial Product registered for in terms of FAIS:	Securities & Instruments: Shares Securities & Instruments: Debentures and securitised debt
Professional Indemnity Cover:	Yes
Compliance officer:	Messrs Moonstone Compliance (Pty) Ltd 1st Floor, Valerda Centre, Piet Retief Street, Stellenbosch PO Box 12662, Die Boord, 7613, Stellenbosch Telephone: 021 883 8000; Facsimile: 021 883 8005/2590 E-mail: info@moonstoneinfo.com

Complaints Resolution Procedures

In the interest of all clients, Avalon Memoriam Investments 1 LTD established a written internal complaint resolution procedure. Access to such written procedure is available from Legacy Invest during office hours. In the event of any query / complaint in relation to the financial services rendered to the client by The Financial Service provider, then such query / complaint could be submitted at the above address in writing and all relevant information and documentation must be attached thereto.

Additional Information

The product supplier is Avalon Memoriam Investments 1 LTD (the entity that issues the shares). Avalon Memoriam Investments 1 LTD does not hold any shares in the Promoter. In the preceding 12 months Legacy Invest (a division of Dovetail Trading 509 cc / An authorised financial Services Provider /FSP 19653) did not receive more than 30% of total remuneration (including commission) from the product supplier.

Details Relating to Avalon Memoriam Investments 1 LTD (product supplier)

As set out in the Prospectus.

Details Relating to the Promoter

The Promoter is Legacy Invest (a division of Dovetail Trading 509 cc / An authorised financial Services Provider /FSP 19653) as set out in Prospectus.

Signature of client

Signature of advisor

DETAILS OF THE ADVISOR (DULY REGISTERED REPRESENTATIVE OF AVALON MEMORIAM INVESTMENTS 1 LTD)

Name: _____

Tel: _____ Cell: _____

E-mail: _____

Postal address: _____ Code: _____

Physical address: _____

_____ Code: _____

Products registered for: _____

Securities and Instruments: Shares and Securities
Securities and Instruments: Debentures and Securitised Debt

FSP code of advisor: _____

Advisor confirmation and information (to be completed and initialed by the Advisor)

The Advisor, in the preceding 12 months, did receive more than 30% in total remuneration (including all commission earned) from the product supplier (Avalon Memoriam Investments 1 LTD) - Yes - No

The Advisor holds shares in the product supplier (Avalon Memoriam Investments 1 LTD) - Yes - No

- The Advisor will receive 6% once off commission from the promoter on the investment made by the investor.
- 100% of the investment made by the Investor will be allocated towards shares issued in Avalon Memoriam Investments 1 LTD
- The Advisor is an independent FSP and not registered as a representative under Legacy Invest to provide advice and render intermediary services with regards to the following products:
 - Securities and Instruments: Shares and Securities; and
 - Securities and instruments: Debentures and Securitised Debt; and

Avalon Memoriam Investments 1 LTD accepts full responsibility for the Advisor when providing financial services to the client with regards to the above products public offer made by Avalon Memoriam Investments 1 LTD and its Prospectus. The Advisor is not rendering financial services under guidance / instruction / supervision of Avalon Memoriam Investments 1 LTD or Legacy invest in terms of a mandate.

Signature of client

Signature of advisor

CLIENT MANDATE AND RECORD OF ADVICE

I, _____ (full names and surname of Investor) hereby agree to the following terms and conditions with regard to my relationship with the Advisor or financial Services Provider (Legacy Invest iro Avalon Memoriam Investments 1 LTD) in relation to the financial services rendered in terms of the FAIS Act:

I hereby request the Advisor, to advise me on and implement the **Single Need** I specifically request, which need has arisen as a result of my voluntary request for subscription for units (shares) in the public offer by Legacy Invest iro Avalon Memoriam Investments 1 LTD as set out in the Prospectus (including annexure) and application form (enclosed with the Prospectus).

I understand that the Advisor in terms of his / her agreement / mandate with Legacy Invest iro Avalon Memoriam Investments 1 LTD is limited to only promote the Prospectus offer made by Legacy Invest iro Avalon Memoriam Investments 1 LTD and does not offer any other investment advice / options or any other financial services which is not contained in this prospectus, client mandate and record of advice.

A comprehensive needs analysis or risk profile will not be conducted by the Advisor due to the limited nature of this mandate and record of advice. **I understand that whatever advice provided / instructions implemented by the Advisor may impact on my:**

- broader financial objectives;
- financial situation;
- liquidity;
- retirement planning;
- investment planning;

and as a result there may be limitations on the appropriateness of the advice provided to me and I will take particular care to consider whether the advice is appropriate. I understand the financial implications of my decision to implement or not to implement the recommendations of the Advisor. I confirm that any assumptions made by the Advisor when providing the financial service were disclosed to me and that I agree that these assumptions are reasonable.

I confirm and understand that the financial service provided by the Advisor is limited to advice on shares Units in terms of the Legacy Invest iro Avalon Memoriam Investments 1 LTD Prospectus only. It is specifically recorded that is my responsibility to action any further / other financial needs / objectives through the same or a third advisor in their own authorised capacity (meaning under their own financial services provider license).

I agree to provide all information timeously in order to enable the Advisor to complete and implement the services / instructions as accurately as possible. **The accuracy and completeness of all answers, statements or the information provided by me is my own responsibility.** Any misrepresentation or non-disclosure of a material fact or the inclusion of incorrect information by me could result in possible damages suffered by me. **I confirm that the application form and / or any other documentation relating to this single need instruction was fully completed before I signed it and I did ensure that all information contained in such documentation was to the best of my knowledge correct.**

I understand that compliance with the Financial Intelligence Centre Act (FICA) is required, and have provided information and documentation to the Advisor.

I have read the disclosure information of Legacy Invest iro Avalon Memoriam Investments 1 LTD and am satisfied with the content thereof. A copy of the prospectus and all relevant documentation has been given to me.

All documentation and information has been explained to me in a manner that I understand, including all terms, conditions, benefits, exclusions and limitations. I have been afforded enough time and information to make an informed decision.

Signature of client

Signature of advisor

CLIENT MANDATE AND RECORD OF ADVICE (continued)

In the event the Advisor refers me to a third party for any advice / or intermediary services, then Legacy Invest iro/or Avalon Memoriam Investments 1 LTD cannot be held responsible for the recommendations, guidance, proposals or financial services that are provided to me by such third party, as this constitutes a separate arrangement between myself and such third party.

Legacy Invest iro/or Avalon Memoriam Investments 1 LTD and the Advisor undertake to keep all information provided by me as confidential, unless they are legally obliged to disclose such information or in order to implement my instructions.

Prior to effecting the single need instruction as contained in this mandate and record of advice, I was advised on the freedom of choice entitlements and have exercised such freedom of choice. I have not been coerced or induced in any way in the exercising of my freedom of choice or of any other rights.

In terms of the agreement / mandate between the Advisor and Avalon Memoriam Investments 1 LTD or Legacy Invest, I understand that Legacy Invest iro/or Avalon Memoriam Investments 1 LTD / Advisor is not a tax expert and all tax related queries must be directed to, or discussed with my auditor or any other tax expert prior to any instructions given to the Advisor.

I hereby acknowledge that I have read the Prospectus, annexure and all documentation relating to the public offer by Legacy Invest iro Avalon Memoriam Investments 1 LTD and I fully understand the content thereof. I further acknowledge in particular the fact that in terms of the Prospectus that my investment capital in the Avalon Memoriam Investments 1 LTD offer is secured. I am also aware that unlisted shares are not readily marketable and should Avalon Investments 1 LTD not reach their objectives as set out in the Prospectus that it may result in the loss of my investment. I have seen, read and understand the risk factors as set out in clause 9.6 of the Prospectus and I fully accept such risk.

I understand that Legacy Invest / Avalon Memoriam Investments 1 LTD is obliged to maintain a record of the advice given to me by the Advisor and by signing this client mandate and record of advice I confirm that the Legacy Invest / Avalon Memoriam Investments 1 LTD offer was explained to me and that an informed decision is made. Based on the information provided to me I hereby request the Advisor to implement the single need I specifically request by applying for the subscription for shares as set out in the application form (attached to the Prospectus).

I have applied for (number) _____ x R1000.00 shares for a total of R _____ - _____ for an investment term of six (6) Years (+ cooling off period)with acceptance of all costs and withdrawals as specified in the Legacy Invest iro Avalon Memoriam Investments 1 LTD Prospectus.

Signed at _____ on this _____ day of _____ 2010

with **domicillium citandi et executandi (physical address)** _____

Signature of client

Signature of advisor

IDENTIFICATION AND VERIFICATION FORM (NON-NATURAL PERSON)

Financial Intelligence centre Act, 38 of 2001 (FICA)

South African Company or Close Corporation

The Identification and Verification Form (Non-Natural Person) must be complete for:

Company

- manager of company
- person authorised to contract on behalf of the company
- natural person / legal person, partnership or trust holding 25% or more of the voting rights at a general meeting of the company

Close Corporation

- each member of the Close Corporation
- each person authorised to contract on behalf of the Close Corporation

Documentation used for verification of legal existence of a South African Company or Close Corporation (tick the appropriate box):

Company

- Certificate of Incorporation (form CM1), stamped by the Registrar of Companies and signed by the company secretary, reflecting registration name, registration number, trade name, address of head office or office seeking to contract.
- Notice of registered office and rental office and postal address (form CM22), stamped by the Registrar of Companies and signed by the company secretary, reflecting the registered address.

Close Corporation

- Founding statement (form CK1) or amended founding statement (CK2), stamped by the Registrar of Close Corporations and signed by an authorised member / employee reflecting registration name, registration number, reiterated address and trade name.

For both Companies and Close Corporations

Documentation, reflecting the trade name or registered name, as well as the business address, used for verification of the trade name and business address of the Company or Close Corporation (tick the appropriate box):

- Utility bill (less than 6 months old)
- A bank, building society or credit card statement (less than 6 months old)
- Mortgage statement from the bank or other recognised lending institution (less than 6 months old)
- Telephone company account (less than 6 months old)
- Document stating a visit to the premises
- Municipal rates and taxes invoice (less than 6 months old)
- Existing rent / lease agreement
- Recent SARS tax return or IRP5
- Short-term insurance documents showing the risk address

IDENTIFICATION AND VERIFICATION FORM (NON-NATURAL PERSON) (continued)

In the event where a legal person, partnership or trust holding 25 % or more of the voting rights at a general meeting of the company, indicate what documentation was used for verification of such entity (tick appropriate box/es):

- South African Company Document: Form CM1 or CM22 reflecting registered name, registration number, registered address, trade name and business address
- South African Close Corporation Document: Form CK1 or CK2 reflecting registered name, registration number, registered address, trade name and business address
- Official document issued by foreign country reflecting name, number, address (foreign country)
- Constitution of founding document: Trust deed reflecting name, number (trust);
Non SA trust: Official document from that country reflecting name, address, legal form (other legal person)
- Partnership agreement reflecting name of partnership

AUTHORITY TO ACT

A. Resolution: Entities

At the meeting of trustees / directors / members / partners / executors (if more than one appointed) / committee (insert name of business, company, close corporation, trust, partnership. etc.):

held at (place) ----- **on (date)** -----

it was resolved that the trust/company/close corporation/partnership/pension fund/medical aid/other entities e.g. club opens an investment account specified under Section C with Legacy Invest iro Avalon Memoriam Investments 1 LTD. The person/s specified under authorised signatories are authorised in terms of this resolution to act as signatories in respect of the aforesaid account in accordance with the instructions under point 2 below. Full names and signatures of all directors/members/trustees/partners.

- 1) Full names: -----
ID number: ----- Signature: -----
- 2) Full names: -----
ID number: ----- Signature: -----
- 3) Full names: -----
ID number: ----- Signature: -----
- 4) Full names: -----
ID number: ----- Signature: -----

B. Authorised Signatories (acting on behalf of individuals / entities)

- 1) Full names: ----- Signature: -----
ID number: ----- Capacity: ----- A or B (if applicable): -----
- 2) Full names: ----- Signature: -----
ID number: ----- Capacity: ----- A or B (if applicable): -----
- 3) Full names: ----- Signature: -----
ID number: ----- Capacity: ----- A or B (if applicable): -----
- 4) Full names: ----- Signature: -----
ID number: ----- Capacity: ----- A or B (if applicable): -----

Above signatories are authorised to sign as follows (e.g. any one to sign alone / any two to sign jointly: A = Alone / B = Sign jointly)

ADVICE AND INTERMEDIARY SERVICE AGREEMENT - INVESTMENTS

This agreement is entered into between

Title: _____ Full names: _____

Surname: _____ ID number: _____

(hereinafter referred to as the client) and

Full names and surname of representative: _____

Authorised on behalf of: _____

an Authorised Financial Services Provider registered with the Financial Services Board, licence number: _____

Physical address: _____

Code: _____

(hereinafter referred to as the provider).

Whereas the parties agree as follows:

1. Introduction

1.1 Kindly select the appropriate option below:

- That the provider was requested by the client to consider and implement an investment product on behalf of the client.
- That the adviser conducted a financial analysis based on the client service request or instruction and/or a investment risk questionnaire dated _____.

1.2 The adviser subsequently offered investment advice to the client and (kindly select the appropriate option below):

- That the client accepts the advice.
- That the client does not accept the advice, but requests or instructs the provider to implement a specific investment product as documented in this agreement;
- That the client requests the adviser to implement the investment product as agreed to; and
 - That, by signing this document, the hereby confirm the relevant material elements of the advice and intermediary service agreement in writing.

2. The client's investment objective(s) agreed to are summarised as follows

2.1 The client's investment objective is to invest:

2.1.1 An amount of R _____ as a lump sum.

2.2 The purpose of the investment is to provide:

2.2.1 Income: **No**

2.2.2 Capital growth: **20% simple rated growth per annum**

2.3 Capital guarantees and or Secured (if applicable):

2.3.1 Investment capital guaranteed and or secured: **Yes as per prospectus**

2.3.2 Investment return guaranteed: **Yes as per prospectus**

2.3.3 Investment term: **Six (6) Years as per prospectus**

2.3.4 Amount that must be invested in capital guarantees (if applicable): **100% allocation of Investment value**

2.3.5 The amount that must be allocated to this investment: **100% of Investment amount allocated**

2.4 Long-term growth objective:

2.4.1 The aim is to achieve long-term capital growth over the investment term

3. The key features of the accepted investment solution are summarised as follows

3.1 The name of the investment product is: **Avalon Memoriam Investments 1 LTD**

3.2 Product is: **As per prospectus**

3.2.1 The obtaining of **unlisted shares** in **Avalon Memoriam Investments 1 LTD**.

3.3 The investment objective of this product is to **Secure capital and return Capital growth**.

The capital is invested by **Legacy Invest** (hereafter referred to as the Promoter).

3.4 Guarantees (if applicable):

3.4.1 The investment capital is guaranteed over the investment term as per Prospectus, dated _____.

3.4.2 The investment is guaranteed by: **Specifications as per applicable prospectus**

Income:

3.4.3 No income -The capital growth payable from this product is fixed and does not increase.

3.5 Liquidity

3.5.1 The investment is not accessible at any time.

3.5.2 Alternatively, the investment has limited accessibility as per registered applicable prospectus.

4. Specific terms, conditions and exclusions disclosed by the provider and agreed to by the client

4.1 Return: The client understands that the returns from this investment portfolio can only be compared to a guaranteed rate (as per prospectus).

4.2 Guarantees and or Capital Secured (if applicable):

4.2.1 that the initial capital and investment returns are guaranteed and that the initial capital is secured and returns from this investment will be equal to the guaranteed rate as per the applicable Prospectus.

4.3 Capital preservation:

The client understands that the return from this investment portfolio cannot be compared with a pure investment in the bank or a pure investment in equities, as the objective is to *obtain Capital growth* on a consistent basis.

4.4 Long-term growth:

The client understands that the investment return from this portfolio cannot be compared to other, more Diverse investment portfolios, like money in the bank or Unit Trust investments;

4.5 Income payable or capital withdrawals from portfolios that are subject to volatility may have a negative impact on the portfolio if it is withdrawn at the wrong time;

Other relevant material terms and conditions

4.6 The current material tax implications pertaining to these investments can be summarised as follows: **Capital Growth**

4.7 The capital Growth payable from this investment at the end of the investment term / maturity will be dealt with in accordance with the legislation that applies at the time.

4.8 It is also acknowledged that the provider cannot be held accountable for any changes in legislation or unforeseen legislative/market conditions that may have a negative impact on the investment returns that may accrue to the client.

5. The provider's service model

5.1 The provider undertakes to provide the service to the client with due care, skill and diligence.

5.2 The provider undertakes to keep all information confidential unless required to disclose such information in order to effectively render the services required by the client.

5.3 The provider undertakes to take all reasonable steps to submit the application for investment timeously and to manage the administration process in a professional manner.

5.4 The terms and conditions of this agreement are subject to the acceptance of the application by the product supplier.

5.5 After the contract is issued, an investment contract/certificate will be sent directly to the client by the product supplier within a reasonable time after the investment was made. The client should contact the provider if such contract/certificate is not received within three (3) weeks after submission of this investment application.

5.6 The provider is available for ad hoc discussions relating to the client's investments or portfolio as agreed to by the parties from time to time;

5.7 This agreement, read with the benefits, terms and conditions in the Prospectus, which is accepted by the client as well as any additional terms and conditions that may be determined by the product supplier (life assurance company), will represent the record of advice as required by the FAIS Act. The content will form the basis of the advice that was provided by the provider in good faith, which is hereby accepted by the client.

5.8 Should the client have any complaint in respect of any part of the advice and/or intermediary service, the client agrees to bring it under the attention of the provider in writing in order to enable the provider to deal with it in terms of internal complaints procedures as required by the FAIS Act.

6. The provider's remuneration

6.1 The provider's initial advisory fee amounts to: 6% on the initial investment amount or R _____ (plus VAT).

6.2 The provider does not receive an ongoing advisory and management fee.

6.3 Other fees: As agreed to and confirmed in the signed investment application form, investment mandate and/or signed quotation or fact sheet (if applicable).

7. Amendments and variations

In view of the record-keeping obligations in terms of the Financial Advisory and Intermediary Services Act, no amendments or variation of this agreement shall be effective, unless it is reduced to writing and signed by both parties.

8. Domicilium

The parties hereby choose their *domicilium citandi et executandi* for all notices and serving of all processes and other purposes as set out in this agreement.

9. Declaration of understanding

The undersigned parties hereby declare that they have read and understand the content of this agreement and by signing this document they expressly agree to its relevant and material terms.

Signed at _____ on this _____ day of _____ 20____.

Signature of provider

Signature of client

Signature of witness (if available)

NEEDS ANALYSIS BY INTERMEDIARY

Single Need Investments

Client name and surname:

1. Investment need

1.1 - Pure savings - Planning for retirement - Planning at / after retirement - **Other: Capital growth**

1.2 Do you need an income from this investment? **No**

1.2.1 If so, how much income do you need? **N/A**

1.2.2 Must your income increase over the investment term? **N/A**

1.2.3 If so, by how much? **N/A**

1.3 Do you need / require capital growth from this investment? **Yes**

1.3.1 How would you describe or define your need for capital growth?

- **Guaranteed growth** - Bank interest - Inflation plus 2% - Inflation plus 4% - Inflation plus 6%

2. How much capital do you want / need to invest?

2.1 - Monthly: N/A - Annually: N/A - **Lump sum: R**

3. For what period do need to invest?

3.1 - 0-3 years - 3-5 years - 5 years (specific) - 5-10 years - **6 years (defined term)** - 10 years

- 10 years and longer

In the event that more than one term applies, indicate which of the terms apply.

4. Do you have any debt?

4.1 Bond - No - Yes: R

4.2 Vehicle financing - No - Yes: R

4.3 Other - No - Yes: R

4.4 Total R

5. Do you have an emergency fund for unexpected capital needs? - No - Yes

5.1 If so, how much capital do you have available in case of an emergency? R

6. What is your expectation regarding the level of service you require from your adviser?

6.1 - A meeting once a year - A meeting twice a year - A meeting once a quarter - Specific need

7. What is your expectation regarding the payment of fees for initial and/or ongoing financial advice and services?

7.1 I am willing to pay for it as long as:

7.1.1 - It is the lowest fee in the market

7.1.2 - It is market related and transparent

7.1.3 - It is structured in such a way that it serves my interests over the medium to long term and that it is transparent

7.1.4 - It is performance related and transparent

CLIENT RISK PROFILE FOR INVESTMENTS

Client name and surname:

1. Investment term

- 1.1 - 0-3 years - 3-5 years - 5 years (specific) - 5-10 years - **6 years (defined term)** - 10 years
 - 10 years and longer

2. What is your investment objective?

- 2.1 Do you require capital growth? - No - **Yes** (See needs analysis for consistency)
- 2.2 Must your capital outperform inflation? - No - **Yes** (See needs analysis for consistency)
- 2.3 If your capital must outperform inflation, which of the following investment objectives do you select?

- **Guaranteed growth**
- Investment in the bank / Money Market (earning interest)
- Inflation plus 2% per year over a proposed term of 3 years
- Inflation plus 4% per year over a proposed term of 5 years
- Inflation plus 6% per year over a proposed term of 7 years

3. Risk guideline - chance of loss over one year

- Inflation plus 2% per year (-2% draw down)
- Inflation plus 4% per year (-7% draw down)
- Inflation plus 6% per year (-15% draw down)

4. Do you wish to select a combination of the above risk categories? - **No** - **Yes**

4.1 If so, kindly indicate your selection:

- Inflation plus 2% per year Amount: R N/A Percentage: N/A
- Inflation plus 4% per year Amount: R N/A Percentage: N/A
- Inflation plus 6% per year Amount: R N/A Percentage: N/A

5. Any additional comments regarding the client's objectives and risk profile?

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Date the risk profile was determined:

Name of advisor:

.....

Signature of advisor Signature of client (not compulsory)

CLIENT SERVICE REQUEST / INSTRUCTION

Introduction

The purpose of this document is to understand the specific service that you expect from me, the advisor and to give you a copy of our service offer.

- 1. Investment planning - Yes - No
- 2. Planning with reference to your long-term insurance needs - Yes - No
- 3. Health service benefits (medical aid) - Yes - No
- 4. Short-term insurance benefits - Yes - No

The advice and/or intermediary service offered by the financial services provider in terms of this request or instruction is limited to the request or instruction contained in this document. You have indicated that you did not require a full analysis. Therefore, in the event that you (the client) instruct the advisor/intermediary not to do a comprehensive financial needs analysis, **but to render a specific financial service**, you (the client) understand that:

- A full analysis will not be undertaken by the advisor, which is in accordance with your, the client's instructions;
- As a result there may be limitations on the appropriateness of the advice provided to you, the client; and
- You, the client, should take particular care to consider on your own whether the advice is appropriate considering your objectives, financial situation and particular needs.
- I, the client, understand and accept that I have requested only a special needs analysis, specifically for the purpose of this investment, from the financial advisor and that such an analysis may not fully address my investment requirements.
- I, the client, am aware that I may request a full and comprehensive needs analysis from the financial advisor, should I feel this to be necessary, and agree hereby to pay the financial advisor for such a comprehensive needs analysis myself, over and above any remuneration to which the financial advisor is entitled in regard to the special needs analysis pursuant to this investment.

You, the client, agree that I, the advisor, shall receive the payment/commission that may be payable to the advisor/intermediary as payment for the specific advice and/or intermediary service in terms of this request or instruction, which amount will be fully disclosed to you (the client) prior to implementation of any investment product.

Any specific client request(s) or instruction(s) pertaining to the investment is/are recorded as follows:

----- Client initial: -----

In view of the Financial Advisory and Intermediary Services Act (FAIS) specific record-keeping requirements imposed on financial services providers, the client hereby acknowledges that he/she understands the content of this document and instructs the adviser to render the financial service in accordance with this request or instruction.

Date of client request / instruction: -----
Name of advisor: -----
Name of client: -----

Signature of advisor

Signature of client

MINUTES OF THE MEETING

ONGOING RENDERING OF ADVICE AND INTERMEDIARY SERVICES

Name of advisor:

Name of client:

Held at on the day of 20

Investment planning needs and objectives reviewed and agreed to:

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.....
.....

Investment product(s) reviewed and agreed to:

Client requests, instructions or advisor proposal:

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.....

Client's needs and objective(s):

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.....

Key features and benefits of the investment product:

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.....

Terms, conditions and expectations pertaining to the investment product:

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.....

Service proposition:

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Fees and/or commissions:

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.....

.....
Signature of advisor

.....
Signature of client



LEGACY INVEST

A legacy of wealth
