

## Terms for an Investo contract

You confirm that you understand and agree to the terms of this investment. Any reference to Momentum (or “us”, “we”, etc.) in this agreement will mean Momentum Wealth (Pty) Ltd, and/or Momentum Metropolitan Life Limited, and/or our subsidiaries, agents and successors in title, as applicable.

### A. General

1. The application form, these terms, the benefit quotation, and the new business investment or membership certificate, form the basis of this agreement between Momentum (us) and you. This agreement is subject to the laws of South Africa.
2. To help you make an informed decision, please look at the fund fact sheets. They explain the risks and potential downside of a fund, which may change from time to time. They are available through their unit trust or investment manager, your financial adviser or on our website.
3. We can, by giving you reasonable notice, change the terms of this agreement. These include our administrative fees and the default money market fund (currently, the Momentum Money Market Fund) we use for certain transactions and events. We update our terms from time to time and you can just ask for a copy, or read it on our website.
4. You appoint us to administer your investment. We will process your instructions if they are within legal and product limits.
5. We will review your application when we receive your completed application, including all the supporting documents and proof of the payment to us (if it is a single contribution). If you followed all the instructions in this document, and we receive all the required documents, we can accept your application and your investment can start.
6. You should sign next to any changes or additions to the application form. These will become binding only once we have accepted them.
7. We can decide not to accept your application.
8. This investment falls under the South African Income Tax Act and we will deduct tax, when applicable.
9. If your investment amount drops below the product minimum amount, we can end this investment agreement.
10. We hold enough professional indemnity and fidelity insurance cover, as the law requires.
11. There are inherent risks associated with this contract's underlying investments. We will not be liable for the consequences of any adverse market movements. If we receive any instruction that is unlawful or contrary to business practices or legislation, we will not carry it out and will not be liable for any loss or damages suffered as a result thereof. We will also not be liable for any loss or damages because we carried out any ambiguous or unclear instructions.
12. We do not guarantee the performance of any investment, but certain underlying products may carry guarantees. We reserve the right to reprice guarantees in certain circumstances, on the advice of our actuaries. You choose the investment based on your own investment strategy and risk profile.
13. We urge you to get ongoing investment advice due to the volatility and complexity of market-related funds.
14. According to the product rules, we can pay an ongoing adviser fee. We subtract the cost from your investment. We may withhold or stop the payment of adviser fees to the financial adviser if they have not met their obligations, or when the mandate is ended.
15. We may withdraw your access to:
  - our institutional offshore investment capacity if legislation changes; and
  - investments of a particular external manager's funds (including unit trusts), if the fund manager or unit trust has notified us that they will not accept further investments in one or more funds under their management.
 We can then switch these units and invest the proceeds into the default money market fund.
16. You may complain to our contact centre (details on the last page). We will follow the complaints resolution process when we investigate your complaint. A copy of our process is available on our website.
17. Should you not be satisfied with the outcome of the complaints resolution

process, you can contact the Momentum Complaints Resolution Officer, or you can contact the Ombudsman for Long-term Insurance (details on the last page). If you have any complaints about the advice you have received, you can contact the Financial Advisory and Intermediary Services (FAIS) Ombudsman (details on the last page).

18. We have a conflict of interest management policy. A copy of this policy is available on our website.
19. **Important:** If any instruction is faxed or emailed to us, a fax confirmation receipt or an email delivery confirmation is not proof that we have received a clear and legible communication.
20. **Important:** You are responsible to make sure that we have up to date contact information for you and your beneficiaries. If we cannot contact you or your beneficiaries when a benefit must be paid, we will follow the unclaimed benefit process. You can update it by logging into our website.

### B. Specific terms for the Investo Endowment

1. This investment is a long-term insurance agreement, issued under the Long-term Insurance Act.
2. Section 54 of the Long-term Insurance Act limits your voluntary cancellations (surrenders) and loans on endowments. This means you may ask for only one interest-free loan and one withdrawal within the restriction period of the first five years. Some limits apply to the amounts you can take.
3. Section 54 also limits the recurring and additional contributions you may make in one investment year. If your contributions add up to more than 120% of the highest total contributions you made in either of the previous two investment years, a new five-year restriction period will start.
4. We will increase your recurring contribution every year according to your instruction. You can change this recurring investment instruction later.
5. You don't own the underlying assets of a unit trust that you have chosen for this contract. We own the assets, and you participate in those through the contract.
6. You can nominate a beneficiary to receive the proceeds. This beneficiary will receive the proceeds from your investment when the last surviving insured person dies. If the nominated beneficiary dies before you, we cancel the beneficiary nomination. You can update it by logging into our website.
7. You can also nominate a beneficiary of ownership. When you die and there is another insured person, the investment agreement remains active. This nominated beneficiary of ownership will become the new owner of the investment when you die.
8. If you have not nominated a beneficiary, we will act on the instructions of the executor of your deceased estate.
9. You can cancel or nominate new beneficiaries of proceeds, or a beneficiary of ownership. You must ask for such a change in writing. Only once we have confirmed the change in writing, will it be valid.
10. When a collateral cession is noted on an investment, we suspend all current beneficiary nominations.
11. If there is a collateral cession noted and the last insured person dies, we will pay the investment value to the cessionary. The cessionary must refund any surplus from this payment to your beneficiary, or if you do not have one, your deceased estate.
12. This investment agreement has a cool-off option. It allows you to end it within 30 days after receiving your investment certificate. If you do this, you may get less than what you have invested. We will pay you the investment value on the day we receive the proceeds from the assets sold. The investment value is determined by changes in the investment market and exchange rates between currencies. We will refund all our fees and that of your adviser. We can refund you only after we have received the sell proceeds from your underlying investment funds. This is subject to legislation and that you had made no changes to the contract.

13. When you cancel this investment agreement in full, you agree to give up all your rights, title and interest in this agreement to Momentum Connect (Pty) Ltd. For this, you receive payment of the cancellation (surrender) value from Momentum Connect (Pty) Ltd. You accept that Momentum Connect (Pty) Ltd or its legal successors can have access to your personal information in this investment.
14. If you have indicated on the application that this is not a replacement contract, you declare that this application does not replace the whole or any part of your existing insurance with any insurer. This is whether the replacement will take place immediately, in the next four months, or took place during the past four months. A replacement includes any change to an existing contract. It includes cancellation, paid-up, cool-off and contribution reduction.

### C. Specific terms for the Investo Retirement Annuity

1. When you invest in the Investo Retirement Annuity, you apply for membership of the Momentum Retirement Annuity Fund (the Fund). The rules of the Fund and the provisions of the Income Tax Act and the Pension Funds Act (the Act) are binding. Please contact your financial adviser if you have questions about the fund rules, the Income Tax or Pension Fund Act. Momentum Metropolitan Life Limited, a registered and licensed long-term insurer and licensed retirement funds administrator, underwrites and administers this fund.
2. After we have accepted your application, you can cancel the investment agreement within 30 days of receiving your investment certificate. If you transferred money from another approved retirement fund, you can transfer your membership in this fund to another approved retirement fund, if the transfer complies with the law. We will transfer the value of the investment less any applicable fees or charges.
3. If you ask us to transfer your membership within 30 days after you have received your membership certificate, we will refund you all administration and adviser fees. We may charge a transfer administration fee if our administrators have spent a great deal of time on the transfer. We can transfer the benefit only after we have received the sell proceeds from your underlying investment funds.
4. You may retire from the Fund when you turn 55 years. To retire from the Fund earlier, you must be declared permanently disabled, or be permitted otherwise by legislation.
5. When you retire from the Fund, the value of the retirement benefit will be the value of the investment less fees. Depending on the legislation when you retire, you may make a single withdrawal of up to a maximum of one-third from your retirement benefit. You must use the remaining amount to buy a life or living annuity to give you a regular income.
6. You may nominate a beneficiary to receive the investment proceeds if you die before retirement. Should you die before you retire, we will pay the investment value to your dependants and/or nominated beneficiaries. The trustees of the Fund will determine the allocation as set out in the Act. Each of these persons may decide to take their benefit as a combination of a lump sum and/or an annuity. If you have no dependants and have not nominated a beneficiary, the benefit will be paid as a lump sum to your estate.
7. You cannot nominate legal entities or trusts as beneficiaries, only natural persons. You can change your beneficiary when you log into our website.
8. Any income taken from a retirement or death benefit will be taxed as income in the hands of the recipient. Any lump sum benefit taken will be taxed according to the retirement lump sum tax table in the Income Tax Act.
9. If you retire after five years from starting your investment with us, you can invest your retirement lump sum in Momentum's Enhancer Benefit.
10. Regulation 28 of the Act places limits on your investment portfolio to protect retirement fund assets. If your investment portfolio does not meet these requirements, we cannot accept your investment and will require a new investment instruction from you.
11. If your investment does not comply with the limits of Regulation 28 because of market or currency movements, we will ask you to change your portfolio so that it will comply. If you do not make this change in the time the regulations allow, we will have to switch the non-compliant portion into a default money market fund so that your investment portfolio will comply. You can switch the non-compliant portion from the default fund into another investment fund, if your overall investment portfolio complies.
12. You do not own any funds of a unit trust that you have chosen for this contract. We own the assets, and you participate in those through the contract.
13. If you have indicated on the application that this is not a replacement contract, you declare that this application does not replace the whole or

any part of your existing insurance with any insurer. This is whether the replacement will take place immediately, in the next four months, or took place during the past four months. A replacement includes any change to an existing contract. It includes cancellation, paid-up, cool-off and contribution reduction.

### D. Specific terms for the Investo Linked Investment

1. The assets within your investment are held by Momentum Wealth Nominees (Pty) Ltd, in the name of Momentum Metropolitan Life Limited, for your benefit.
2. Once the Investo Linked Investment has started, you do not have the option to cool it off. This is because the investment is a unit trust or linked investment and not an insurance policy. Since the Policyholder Protection Rules do not apply to this investment, a cooling-off period does not apply.
3. You cannot nominate a beneficiary for this investment agreement. When you die, this investment forms part of your deceased estate. If you do complete beneficiary details for this product, we will disregard those details.
4. You may cede this investment agreement as collateral security by sending us a copy of your cession agreement. We will then note the cession and confirm this in writing.
5. If there is such a cession noted on your investment and you die, we will pay the investment value to the cessionary. The cessionary must pay any surplus from this payment to your deceased estate.
6. You may also change the ownership of this investment agreement. We will confirm the change of owner in writing.
7. If you give us an instruction to cancel the investment agreement, we will sell the investment portfolio. The investment market and exchange rates between currencies determine the investment value. We will pay you the investment value less fees only when we have received it from the investment managers.
8. The contract will invest in unit trust portfolios and will be a contract between you and Momentum Wealth Pty Ltd (Wealth), an administrative financial services provider licensed by the Financial Sector Conduct Authority (FSCA) in terms of the Financial Advisory and Intermediary Services Act, 2002 (FAIS). Wealth contracted Momentum Metropolitan Life Ltd (Momentum) to deal with administrative matters, including all communication on their behalf.

### E. Information

1. You can access your investment statements from our website, or ask our contact centre (details on the last page). You will hear from us quarterly (Investo Linked Investment) or yearly (Investo Retirement Annuity and Investo Endowment) regarding the value of your investment.
2. We will make all statements, documents and information regarding your investment available to you or your financial adviser.
3. In certain circumstances and if your financial adviser asks us, we can make your investment information available to them through their third-party provider. You give us permission to make your information available to such a provider. You also indemnify us against any loss or claim of any nature that may be because of the use of such a provider.
4. We can give you information on unit trusts or listed companies when you ask us. We can charge you for this.

### F. Your financial adviser

1. The adviser you appoint to give you advice must be authorised as a Category I Financial Services Provider.
2. When financial advisers are Category II Financial Services Providers, you can tell us to follow their investment instructions because they may act as discretionary investment managers.
3. We will allow only authorised financial services providers, with whom we have a service level agreement, to act as your appointed adviser and to earn adviser fees on your investment.
4. We will verify each adviser's licence category and underlying financial product categories with the Financial Sector Conduct Authority (FSCA). We will make sure that the fees we pay are within product limits.
5. Your financial adviser is responsible for making sure that you receive and understand all appropriate advice, product and fee information that you need, including any changes in our business practices and procedures.

### G. Licensing

1. Your adviser must be licensed in terms of section 7(3) of the Financial Advisory and Intermediary Services Act (FAIS), 37 of 2002.

2. The licence requirements apply to new investments and changes on your investment, like switches, debit order changes, and additional investments.
3. We are not responsible for any loss or damages caused by your adviser not being appropriately licensed.
4. The information we use to verify FAIS licences is from third-party sources. We make a reasonable effort to make sure that the data is correct, but cannot guarantee it. We are not responsible if the information is wrong and causes a delay in carrying out an instruction.

## H. Fees

1. We will pay the financial adviser's fees as agreed in the signed and dated quotation or on the application form. We will deduct these fees from your investment. You acknowledge that these fees are based on the agreement between you and your financial adviser.
2. Your investment or membership certificate will specify all the fees that we charge under the contract. We will send your investment or membership certificate to you after we have accepted this application. It is your financial adviser's responsibility to make sure that you are fully informed of all fees and costs under this agreement.
3. We reserve the right to review our fees that apply to this contract, after giving you appropriate and reasonable notice of these changes. This includes the fees based on all your money and contracts with Investo.
4. You instruct us to withdraw a trail fee, as specified in the advice fee section, from the value of your investment each month and to pay this to your financial adviser. This will be for as long as this instruction remains in force and your adviser has a contract with us.
5. You agree and confirm that we must pay all fees by disinvesting units proportionately from each of the investment funds you have invested in.

## I. Processing of your instructions

1. We will do our best to process valid instructions within two business days after we have received them. This means that we will instruct the specific investment manager to process your request within their time lines.
2. We give instructions to investment managers every business day at 10:00.
3. If the following happens, we will not be able to process your instruction within two business days:
  - i. Extraordinary events in the industry that can cause large-scale market changes and an increase in dealing activity. During such times when we receive high volumes of instructions, giving us your instruction before 10:00 is not a guarantee that you will get the same day's price.
  - ii. Delays because your instruction was not clear or all the information was not completed.
  - iii. If the investment is in offshore funds, we will always carry out instructions at the earliest possible dealing opportunity, subject to the administrative procedures and possible fund dealing limitations that accompany investing in offshore funds. Please contact your financial adviser if you need more information on these procedures. For example, many of the offshore funds allow for dealing weekly only, and in some cases, only quarterly. We cannot guarantee turnaround times, as the notice and settlement periods of the various fund managers are not the same.  
Even when daily dealing of funds is involved, the standard turnaround time for one leg of an offshore instruction is nine business days. We do not determine the conversion rates at the time of instruction, but only once we have received the dealing prices.
  - iv. Any other event over which we do not have control, including natural disasters, fire, war and riots. We are also not responsible for loss or damages if any of the above happens.
4. When we, for whatever reason, cannot allocate the investment amount to the chosen investment funds within two business days, we will add interest to your investment amount. We will add the interest amount to your original investment amount that we have to invest in the chosen investment funds, excluding capital guarantees. If you only chose a capital guarantee fund, we will allocate the interest amount to a default fund.
5. We must follow the legal and product rules of the specific type of investment at all times.
6. The following will apply if you gave your financial adviser (a Category II Financial Services Provider) a mandate to make investment decisions on your behalf:
  - i. You agreed to specific legal terms and contractual obligations in your mandate with your financial adviser, which you must adhere to.
  - ii. If you send us any instruction directly, we can adhere to it only after we have informed your financial adviser on record of your instruction.

- Your financial adviser must then give us permission, if the investment mandate allows for it. The delay in following your instruction may take as long as the notice term you agreed to in your investment mandate.
- iii. We will not be responsible for any loss or damages you may suffer because there was a delay in the processing of any of your direct instructions, because you dealt with us directly and not through your financial adviser.
  - iv. If you want to appoint a financial adviser other than the one we have on record, you must follow the notice term you have agreed to. We will not remove a financial adviser as the one on record in a shorter period than the notice period you have agreed to.

## J. Ring-fencing

1. Ring-fencing or ring-fenced means the cancellation (suspension) of a sell instruction (repurchase) of your units in unit trust by the unit trust management company, according to collective investment scheme legislation.
2. When we are notified that a unit trust manager ring-fenced a sell instruction, we will cancel your sell or switch instruction. We will then resubmit your instruction the following business day for trade at the price of that day. If the instruction is ring-fenced again, we will follow the ring-fencing process. This means that it could take up to 20 days for the proceeds to be available.
3. We are not responsible for any loss or damages that you may suffer because of the ring-fencing.

## K. Funds invested

1. If we cannot process any portion of an instruction, we will regard the entire instruction as invalid and you must give us a new instruction.
2. We will apply market value adjusters in some instances. The document "Principles and Practices of Financial Management of Momentum's discretionary participation products" on our website explains market value adjusters.
3. We created different classes of unit trusts to suit the underlying product and licence. The class you have invested in will be based on the underlying product that you have chosen.
4. All income distributions (for example, the interest you earn) will be reinvested automatically.
5. We are not responsible or liable for losses incurred due to delays, omissions or any other errors on the side of the unit trust management company (MANCO).
6. All investments fall under the rules and terms and conditions that govern those investments, as the law, the product provider or the MANCO determines from time to time. You understand "investment" to include investments in unit trusts, as defined in the Collective Investment Schemes Control Act, 45 of 2002, insurance policies issued by long-term insurers according to the Long-term Insurance Act, 52 of 1988, and benefits that pension fund organisations provide.
7. You agree that certain instructions that you give us about your underlying investments and products, may be subject to the timing standards, procedures and final prices and exchange rates that the MANCOs and other third parties use and confirm. We will do all that we can to make sure that we carry out such instructions within a reasonable period. But we will not be responsible for any delays that the market conditions, the MANCOs or any other third parties cause.
8. We operate on a forward pricing system. This means that the price applied to transactions that take place before the cut-off time will be calculated by the relevant asset manager that evening only after the close of business. Transactions processed after the cut-off time will be processed at the next day's price. The unit price for a trading day is available after midday on the following trading day.
9. We reserve the right to remove a fund from the Investo platform. If this happens, we will switch the market value of your investment in that fund to a similar or default fund without charging you a switch fee.

## L. LifeCycle Philosophy

1. We base this philosophy on four funds with different risk profiles. We will automatically switch your investment from fund to fund, depending on the remaining initial savings term, unless we receive a written instruction from you, clearly indicating your specific investment choice.
2. We reserve the right to alter the term that activates the switch from one fund to another. The effective date of a switch may also depend on your age.
3. As you near the end of your specified initial savings term, you authorise us to implement a conservative investment approach.



## M. Your personal information

1. We abide by confidentiality principles and the Protection of Personal Information Act, 4 of 2013. We need your consent to use your information for your contract and to share it with our partners and contracted service providers who are legally bound to the same principles. This consent applies to all role players on the contract, including the investment owner, insured person, secondary insured person, contribution payer or beneficiaries. By providing information about a child (anyone younger than 18), you consent to the processing activities in line with the conditions below.

### 2. Your rights and responsibilities

- You voluntarily give us your personal information so that we can do business with you.
- You give us your consent to collect, record, store, update and use (or process) your personal information. This includes special personal information such as health information.
- You can access your information at any time, and ask us to change or correct it.
- You may object to us using your personal information, but this could result in the termination of the contract with us.
- If you believe that we have used your personal information contrary to applicable laws, you undertake to first try to resolve any concerns with us. Please submit your complaints to our internal data privacy team at [dataprivacy@mmltd.co.za](mailto:dataprivacy@mmltd.co.za). If you are not satisfied with the outcome, write to the government's Information Regulator at [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za) or call them on +27 (0)12 406 4818.

### 3. Our responsibilities

- Having your personal information enables us to do business with you.
- We need it to fulfil our obligations regarding your product or benefits.
  - We need it to administer your product or benefits and related services and to assess any claim.
  - We need it to maintain and test technology platforms to administer your product or benefits.
  - We need it to provide you with services, advice and/or intermediary services linked to your product or benefits.
  - We have to monitor transactions on your product or benefits from a legal, compliance and risk point of view.
  - We will determine how or why your personal information is processed at all times.

### 4. Our partners' responsibilities

To administer your product properly, we need to share your information with others in the Momentum Metropolitan Group or contracted service providers (both locally and abroad), such as underwriters. We will make sure that the contracted service providers agree to our privacy and security policies if they need access to your personal information for the following purposes:

- To implement your products or benefits.
- To enable you to view your products and benefits, and make transactions on our website.
- To do a risk profile analysis of your existing products or benefits with us, or to do underwriting when you apply for a new product or benefit.
- To let a credit bureau or credit provider do a credit assessment.
- To carry out statistical analysis.
- To analyse consumer needs and develop new products and services.
- To conduct transactional surveys to enhance your client experience with us. You can opt-out of these surveys as they come up.

### 5. Disclaimer

We will take all reasonable steps to ensure the security and confidentiality of the information we receive. We also ensure the integrity and security of our electronic data systems and warrant that they will comply with all relevant legislation relating to electronic communications. But we will accept no liability for loss or damages of any nature resulting from the following:

- Your or your financial adviser's negligent use of our electronic platform for transactional purposes.
- The application data being incorrectly captured on your behalf and any subsequent claim that is submitted because of the application data being incorrect.
- The contribution collection details or the contribution payer details being incorrect.

## Momentum Metropolitan Life Limited

Momentum is part of Momentum Metropolitan Life Limited, an authorised financial services and registered credit provider. Reg no 1904/002186/06  
Refer to the company websites for directors and company secretary details [momentum.co.za](http://momentum.co.za) [momentummeteropolitan.co.za](http://momentummeteropolitan.co.za)

### Momentum Investo contact centre

ShareCall number	0860 664 321
Telephone number	+27 (0)12 675 3024/34
Fax number	0800 223 696
Email address	<a href="mailto:investo@momentum.co.za">investo@momentum.co.za</a>
Postal address	PO Box 7400, Centurion, 0046

### Momentum Wealth compliance department

Telephone number	+27 (0)12 673 7561
Email address	<a href="mailto:wealthcompliance@momentum.co.za">wealthcompliance@momentum.co.za</a>
Postal address	PO Box 7400, Centurion, 0046

### Momentum Complaints Resolution Officer

Fax number	086 667 6061
Email address	<a href="mailto:clientcomplaints@momentum.co.za">clientcomplaints@momentum.co.za</a>
Postal address	PO Box 7400, Centurion, 0046

### Ombudsman for Financial Services Providers (FAIS)

Telephone number	+27 (0)12 470 9080
Fax number	+27 (0)12 648 3447
Email address	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Postal address	PO Box 74574, Lynnwood Ridge, 0040

### Pension Funds Adjudicator

Telephone number	+27 (0)12 346 1738
Fax number	086 693 7472
Email address	<a href="mailto:enquiries@pfa.org.za">enquiries@pfa.org.za</a>
Postal address	PO Box 580, Menlyn, 0063

### Ombudsman for long-term insurers

ShareCall number	0860 103 236
Telephone number	+27 (0)21 657 5000
Fax number	+27 (0)21 674 0951
Email address	<a href="mailto:info@ombud.co.za">info@ombud.co.za</a>
Postal address	Private Bag X45, Claremont, 7735

### Information regulator

Telephone number	+27 (0)12 406 4818
Fax number	086 500 3351
Email address	<a href="mailto:inforeg@justice.gov.za">inforeg@justice.gov.za</a>