

**MEMORANDUM OF AGREEMENT**

Entered into between:

**PSG FUND MANAGEMENT (CI) LIMITED**

(Registration number 31504)

(Hereinafter referred to as “PSG”)

And

**PSG FUND MANAGEMENT (MALTA) LIMITED**

(Hereinafter referred to as “PSG”)

And

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(Registration number:                    )

(Hereinafter referred to as the “THE ADVISER”)

**RECORDAL:**

The agreement replaces and supersedes any previous agreement which exists between the parties.

**PREAMBLE:**

As a provider of financial services, PSG sees its primary tasks to be the administration of existing business on behalf of the Advisers.

**WHEREBY THE PARTIES AGREE AS FOLLOWS:****1. INTERPRETATION**

- 1.1 In this agreement and in the annexes to this agreement (other than documents/accounts prepared before the date of signature of this agreement):
  - 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
  - 1.1.2 unless the context indicates a contrary intention an expression which denotes:

1.1.2.1 any gender includes the other genders;

- 1.1.2.2 a natural person includes a juristic person and *vice versa*;
- 1.1.2.3 the singular includes the plural and *vice versa*.
- 1.2 In this agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
- 1.2.1 **"associated company"** means another company which is a subsidiary, or a holding company, or another subsidiary of a holding company of anyone of the parties as the context of the agreement requires;
- 1.2.2 **"the Adviser"** means the party as described on the cover page and in Annexe "A" hereto;
- 1.2.3 **"clients"** means any member of the public who provides PSG with a mandate/application form;
- 1.2.4 **"PSG"** means the PSG Fund Management (CI) Limited and PSG Fund Management (Malta) Limited or any of its associated companies as it may nominate to be the party to this agreement;
- 1.2.5 **"effective date"** means the date on which this agreement is executed by PSG;
- 1.2.6 **"financial products"** means products supplied by PSG, as more further detailed in Annexe "C" hereto, as may be added to or deleted by PSG from time to time;
- 1.2.7 **"intermediaries"** means those persons with whom PSG has a broking arrangement to obtain mandates/applications;
- 1.2.8 **"investment provider"** means any person who subject to any legislation, provides financial products;
- 1.2.9 **"mandate and/or application form"** means a duly signed written investment instruction to PSG or an application for participation in a financial product in terms whereof PSG is authorised to:
- 1.2.9.1 accept funds from the client for investment in financial products;
- 1.2.9.2 to apply for and procure from suppliers of other investment products other financial products on behalf of the client;
- 1.2.9.3 to hold such financial products on behalf of the client in the name of PSG, or any of its associated companies or its nominees, as the case may be;
- 1.2.9.4 to further deal with the client's funds or other financial products in accordance with the client's instructions from time to time.
- 1.3 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.
- 1.4 If any provision is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the agreement.
- 1.5 Reference to an authorised official of the Adviser shall mean an authorised representative as described in annexe "A" hereto.
- 1.6 In this agreement and the annexes the word **"agreement"** refers to this agreement and the words **"clause"** or **"clauses"** and **"annexe"** or **"annexes"** refer to clauses of and annexes to this agreement.
- 1.7 **Terms and conditions:**
- 1.7.1 **"Commission"**
- 1.7.1.1 Invoicing and payment of commission:
- 1.7.1.1.1 Upfront commissions will be paid on the 10<sup>th</sup> working day of the month for the preceding month. Trail commission will be calculated by PSG monthly in arrears, calculated on the Net Asset Value of the applicable portfolios, and paid on the 10<sup>th</sup> working day of the applicable month (subject to delays or force majeure). The commission payment procedure takes into account all commissions payable by PSG to the Adviser. A written account will be submitted to the Adviser by mail or electronically.
- 1.7.1.1.2 Commissions are booked to the Adviser's client account with PSG and paid out via transfer to the current account stipulated by the Adviser.

- 1.7.1.1.3 PSG will settle accrued commission when the settlement amount per designated settlement currency exceeds the following amounts:-
- ZAR : R 0
  - GBP : GBP 100
  - USD : USD 100
  - EUR : EUR 100
- It is the Advisers' responsibility to provide full and accurate banking details for designated settlement currencies. Either a single designated currency account must be provided or a designated currency account per currency in which commission is earned.
- 1.7.1.1.4 All foreign exchange costs and bank transfer charges are for the account of the Adviser.
- 1.7.1.1.5 Claims for payment of commissions are valid only if PSG has accepted and approved the signed Adviser Agreement from the Adviser and any further documentation requested by PSG.
- 1.7.1.2 **Objections and Claims:**
- 1.7.1.2.1 All commission payments are deemed to have been completed and accepted by the Adviser unless the Adviser objects in writing within three weeks of the receipt of the commission payment. Outstanding commissions may be claimed in writing at the end of the second month following the date on which the investment was made. In order for the claim to be lodged, it must include the name of the account holder, the investor or co-investor together with their address, the name of the investment company, the investment fund or participation, the amount invested and the date of investment by the product provider.
- 1.7.1.2.2 Before making any claim or objection, the Adviser shall ensure that the commission in question was not already contained in a previous payment and that the claim to payment does exist.
- 1.7.1.3 **Cancellation and reversal of Commissions:**
- 1.7.1.3.1 Notwithstanding anything to the contrary contained herein all recipients of unearned commission are liable to refund it to PSG. This shall include the obligation to refund to PSG any commissions, which PSG is required by its product suppliers to refund – including commissions paid by PSG to third parties at the request of the Adviser.
- 1.7.1.3.2 Such unearned commission shall be due and payable to PSG, on demand, or when PSG is required to refund its product supplier, whichever shall be the earlier. The Adviser hereby authorises PSG to withhold any commissions and/or trail fees due and payable as offset against recovery of unearned commission.
- 1.7.1.3.3 If repayment is not carried out within seven days of demand, PSG shall be entitled to charge interest on the outstanding amounts.
- 1.7.2 **“Compliance”**
- 1.7.2.1 The Adviser shall ensure that at all times he obtains and maintains all authorisations, licences and registrations necessary or desirable to enable the Adviser to act as an introducer of business in relation to PSG's products. The Adviser agrees to indemnify and save PSG from all liabilities, losses, damages, claims and expenses, including legal fees, in connection with the foregoing representations and warranties;
- 1.7.2.2
- 1.7.2.3 The Adviser shall, at all times, conduct its business with regard to the business integrity and goodwill of PSG and shall avoid actions which may imperil or prejudice the good name and reputation of PSG.
- 1.7.3 **“Money Laundering”**
- 1.7.3.1 The Adviser undertakes full responsibility for the identification procedures as requested in writing by PSG to the Adviser to enable PSG to comply with the Financial Intelligence Centre Act in respect of any transaction with PSG. This includes, but is not limited to, providing PSG with proof of identity, record keeping, etc.
- 1.7.3.2 The Adviser will provide PSG with whatever proof and documentation requested by PSG in order to enable PSG to discharge its duties under International, UK and Guernsey money laundering legislation. The Adviser hereby declares that in respect of all third parties introduced to PSG, reasonable measures have been taken to identify the third party involved and that the Adviser will retain documentary evidence of this identity and will, forthwith upon request, furnish PSG with a copy of all such documents.
- 1.8 This agreement includes the annexes.

## **2. AUTHORISATION**

- 2.1 PSG hereby authorises the Adviser, as an independent contractor, to obtain mandates/applications from clients and to provide such other services on behalf of PSG in respect of its financial products as PSG may from time to time reasonably require.
- 2.2 This authorisation shall commence upon signature of this agreement by PSG and shall continue until terminated in terms of clause 8 hereof.
- 2.3 The relationship between the Adviser and PSG is that of independent contractor and not of employer and employee or of principal and agent. Neither the Adviser nor any of its agents, assigns or employees shall be deemed to be an agent of PSG for any purpose whatsoever.
- 2.4 The Adviser shall not:
- 2.4.1 be entitled to contract on behalf of or bind PSG in any manner whatsoever and shall not incur any liability or debt on PSG's behalf, save to the extent permitted herein;
- 2.4.2 be authorised to publish any advertisement on behalf of PSG relating to the business of PSG or of its financial products, without the prior written approval of PSG;
- 2.4.3 without the prior written consent of PSG, institute any legal proceedings against any client;
- 2.4.4 disclose information in any form with regard to PSG, which in the absolute opinion and discretion of PSG, is not given within the meaning and purpose of this agreement.
- 2.5 The authority provided herein shall not entitle the Adviser to issue in the name of PSG any income tax receipts and/or other receipts for monies received on behalf of PSG.
- 2.6 Any correspondence used by the Adviser shall be on the Adviser's own letterhead and shall be clearly marked with the Intermediary's style and symbol and not with any of those of the Funds or PSG.

## **3. OBLIGATIONS OF THE ADVISER**

- 3.1 For the duration of this agreement, the Adviser shall:
- 3.1.1 use its best endeavours to promote the financial products;
- 3.1.2 comply with all rules, regulations and instructions issued by PSG from time to time relating to the financial products or the rendering of the services to PSG;
- 3.1.3 comply with all legislation, rules and/or regulations applicable to it and as may be introduced from time to time in the future and PSG shall be entitled to request proof of compliance with such rules, regulations and legislation;
- 3.1.4 forward to PSG, the original (if required) completed mandates/applications, related documents and monetary instruments provided to the Adviser by clients on the first business day after having received them;
- 3.1.5 use reasonable endeavours to ensure that the clients are always up to date with existing financial products of PSG;
- 3.1.6 shall at all times comply with the rules and regulations of the regulatory organization of which it is a member, and with the Trust Instrument, Scheme Particulars and Articles of Association of the Funds and the relevant Offering Document and the laws, rules and regulations of any country in which the Intermediary promotes and markets the Funds;
- 3.1.7 ensure that the clients remain satisfied with the services rendered by the Adviser in respect of PSG's financial products;
- 3.1.8 act in the utmost of good faith towards other intermediaries, persons employed by PSG, PSG, clients and prospective clients;
- 3.1.9 familiarise itself with the financial products, the rules and regulations relating thereto as well as marketing material prepared in respect thereof by PSG;
- 3.1.10 ensure that the client is at all times aware of all fees, charges and other costs applicable to any financial product, prior to the execution of the mandate/application by the client;
- 3.1.11 ensure that the client is aware of all its rights and obligations in respect of any financial product marketed to it and that the client is aware of the nature of the financial products, prior to the execution of the mandate/application by the client;
- 3.1.12 in procuring the execution of a mandate/application by a client, the Adviser will ensure that the terms and conditions of the mandate/application are explained to the client at the time of execution;

- 3.1.13 not in any manner whatsoever utilise marketing or promotional material not provided by PSG to the Adviser for marketing PSG's financial products;
- 3.1.14 ensure that any mandate/application is duly completed and the Adviser shall be obliged to warrant the accuracy of the information provided in the mandate/application is correct.
- 3.2 Labour broking and VAT declaration:
  - 3.2.1 The Adviser hereby confirms, through signature of this Agreement that he does not earn in excess of 80% (eighty percent) of his total income from PSG and that he will advise PSG immediately in the event that his income in any one financial year should exceed 80%. The Adviser furthermore confirms that should he fail to provide PSG with a current VAT registration certificate that he will not be paid VAT on commission earned as a consequence of his placing business through PSG's contracts.

#### **4. CLIENT FUNDS**

- 4.1 The Adviser will ensure that any funds received from the client shall be kept separate from any funds of the Adviser itself. The Adviser shall:
  - 4.1.1 where the clients elect to make payment by means of cheques, ensure that all such cheques are made payable to the bank account name as designated by PSG in the mandate/application, and not in the name of the Adviser or any other person;
  - 4.1.2 where funds are transmitted by electronic funds transfers, ensure that such funds are only transferred to a bank account designated by PSG in the mandate/application, and not to the Adviser or any other person;
  - 4.1.3 not under any circumstances accept cash from clients;
  - 4.1.4 not accept any form of payment from the client without having obtained a completed and signed mandate/application from such client;
  - 4.1.5 Procure that at least the first contribution payable in terms of any proposed mandate/application or participation in any financial product is made in accordance with the method chosen in the mandate/application;

#### **5. MANDATES/APPLICATIONS**

- 5.1 The acceptance of any mandate/application for participation in any financial product of PSG proposed through the Adviser, will only be valid and become binding and of force and effect on PSG once PSG has approved such mandate/application.

#### **6. REMUNERATION**

- 6.1 PSG shall pay to the Adviser such fees and compensation as are detailed in **Annexe "B"** hereto and as varied from time to time by PSG. PSG shall be entitled in its sole discretion to vary any compensation and fees payable to the Adviser in terms hereof but shall prior to such variation give the Adviser 30 (thirty) days' prior written notice of such variation.
- 6.2 Unless otherwise agreed in writing, the fees shall only be payable to the Adviser who submits the relevant mandate/application, whose name and signature appears on the mandate/application pursuant to which the financial product is issued. Any dispute in respect of a Adviser's entitlement to fees or compensation shall be determined by a manager of PSG who will be deemed to be acting as an expert and not as an arbitrator and whose decision will be final and binding.
- 6.3 PSG expressly reserves the right to alter, cancel and/or reclaim any fees or compensation paid in respect of any or all clients introduced by the Adviser in the event of it having been established to the satisfaction of PSG that the Adviser has performed any act or was a party to any act of fraud, dishonesty, misconduct, misrepresentation or gross negligence relating to or in respect of the introduction of a client.
- 6.4 The Adviser, as an independent contractor, shall at all times be obliged to account to the proper authorities for any taxes or levies of whatever nature for which the Adviser may be liable in respect of the fees or consideration payable in terms of this agreement and the Adviser shall also be obliged and responsible to maintain its own records and accounts for this purpose. The Adviser hereby indemnifies PSG against any liabilities or costs incurred by or claims or demands made against PSG by relevant authorities in respect of any levies or taxes in terms hereof.
- 6.5 The Adviser acknowledges that where the whole or a component of a financial product is surrendered, cancelled, lapses or is otherwise terminated, PSG shall be entitled to require the Adviser to repay to PSG all or on an appropriate basis, the fees already paid to the Adviser.
- 6.6 Any change of contributions under or in respect of a financial product shall entitle PSG to adjust any fees in respect of such contributions accordingly.

- 6.7 Should PSG decide to repay any contribution received in respect of a client or participant introduced by the Adviser, which PSG will be able to do at its sole discretion, then the Adviser shall not be entitled to be paid any fees in respect of such contribution and shall refund to PSG on demand any fees already paid in respect thereof.
- 6.8 In the event of termination of this agreement, unless such termination is in terms of clause 8 hereunder, the Adviser shall be entitled to be paid such fees as it would otherwise be entitled to on contributions paid in respect of clients introduced by it, notwithstanding that such contributions are paid after the termination hereof, subject to the following:
- 6.8.1 the Adviser having discharged any indebtedness owing to PSG within 14 (fourteen) days of the date of the termination of this agreement;
- 6.8.2 the Adviser having complied with the provisions of clause 8 of this agreement;
- 6.8.3 the Adviser remaining bound to the terms of this agreement in every respect until all contributions are paid.
- 6.9 Should PSG be of the opinion that the Adviser is not complying with the provisions of clause 6 above, then PSG shall be entitled to defer any fees payable for a period not exceeding 6 (six) months from the date on which such fees fall due.
- 6.10 The books and accounts and statements of PSG shall be accepted as *prima facie* evidence relating to the state of the account between PSG and the Adviser. Unless an error in such books and accounts is reported in writing by the Adviser to PSG, the books and accounts will be considered to be correct. Should PSG dispute the error, then a manager of PSG, will be deemed to be acting as an expert and not an arbitrator, shall decide whether such an error exists and his decision will be final and binding.
- 6.11 PSG shall at all times be entitled to withhold or deduct from or offset against any sums due by PSG to the Adviser any sums due by the Adviser to PSG. The Adviser furthermore, specifically hereby authorises PSG to offset against any sums due by PSG to the Adviser, any sums due by PSG to an associated Company of the Adviser.
- 6.12 The Adviser shall bear all travelling, hotel, entertainment or other out of pocket expenses or disbursements incurred in the provision of its services to the client and/or PSG and shall not be entitled to a refund thereof except with the prior written approval of PSG prior to the incurring of such expense or disbursement.
- 6.13 Should a client wish to change the nominated Adviser, PSG shall pay further commission to the new appointed Adviser upon receipt of a signed Adviser appointment note from the client.
- 6.14 The Adviser shall bear all bank related charges incurred in any payment, such as commissions, by PSG to the Adviser.

## **7. CONFIDENTIALITY**

- 7.1 All information made available to or obtained by a party from or in connection with or as a result of the implementation of this agreement or of any documents pursuant hereto which is not a matter of public knowledge or lawfully available from any other source shall be and remain confidential between the parties during the currency of this mandate and thereafter and shall not, without the prior written consent of the other party, which consent shall not unreasonably be withheld, be disclosed to any third person other than any subsidiary, associate or holding company of a party, any Government Minister, Governmental Body or Department or Statutory Body who shall have lawfully requested it, any Court or competent jurisdiction which shall have directed it, any bank or other recognised financial institution making a loan or giving financial accommodation to a party or a subsidiary of a party, any accountant, attorney, or advocate engaged by a party or any recognised merchant or investment banking firm engaged in rendering financial advice to a party, or as may be required by law or by the rules of any recognised stock exchange, or for the purposes of any arbitration or court proceeding in respect of a dispute arising out of this agreement.
- 7.2 Each party shall take or cause to be taken such reasonable precautions as may be necessary to prevent the disclosure of any information and data made available or obtained in terms hereof which are not a matter of public knowledge or lawfully available from any other source.

## **8. TERMINATION**

- 8.1 Anyone of the parties may terminate this agreement by giving the other party 30 (thirty) days' written notice to that effect.
- 8.2 In the event of the Adviser being an individual, sole proprietor or sole shareholder or member, this agreement shall automatically terminate on his death or incapacity.
- 8.3 In the event of a breach of any of the terms or conditions of this agreement by any party hereto and the failure of such party to remedy such breach within 14 (fourteen) calendar days after receipt of a written notice by the aggrieved party requesting such remedy, the aggrieved party shall be entitled to terminate this agreement forthwith by notice in writing, without derogating from any other rights that the aggrieved party may have at that point in time.
- 8.4 Notwithstanding the provisions of clauses 8.1, 8.2 and 8.3 above, anyone of the parties shall be entitled to terminate this agreement by written notice with immediate effect in the event that:

- 8.4.1 a party is provisionally or finally liquidated or placed under curatorship;
- 8.4.2 a party is guilty of misconduct or any conduct tending to bring itself, PSG, an associated company of any of the parties into disrepute or guilty of any serious or persistent negligence in respect of its obligations hereunder;
- 8.4.3 a party committing any act of dishonesty, irrespective of whether or not such act is connected with the provisions of the services contemplated herein;
- 8.4.4 in the case of the Adviser being the sole proprietor, sole shareholder or sole member, that person becoming of unsound mind or undergoes treatment for mental or psychiatric disorders;
- 8.4.5 in the case of the Adviser or any of its employees which have had dealings with PSG, being convicted of any criminal offence (excluding any offence under road traffic legislation for which he is not sentenced to any term of imprisonment, whether immediate or suspended); or
- 8.4.6 a judgment or arbitration award is obtained against a party and remains unsatisfied for a period of 14 (fourteen) days from the date of such judgment or award.

## **9. EFFECTS OF TERMINATION**

- 9.1 On the termination of this agreement, the Adviser shall forthwith deliver to PSG all monies, application forms and other mandates, documents, rate charts, software programmes and manuals, together with all copies of such documents, belonging to PSG or relating to the business of PSG and the Adviser shall no longer act as introducer for the purposes of submitting mandates or applications to PSG.

## **10. NON-SOLICITATION**

- 10.1 During the term of this agreement and after the termination thereof, the Adviser shall not invite, induce or persuade, or attempt to induce or persuade any employee of PSG to terminate its employment and accept employment with the Adviser;
- 10.2 This clause is severable from the rest of the agreement and shall continue to bind the Adviser should the agreement be cancelled.

## **11. BOOKS OF ACCOUNT**

- 11.1 The Adviser shall at all reasonable times allow PSG to inspect, copy and shall hand over to PSG on request, correspondence, documents and other property belonging to PSG or relating to the business of PSG which may be in the possession or under the control of the Adviser.

## **12. EMPLOYEES OF THE ADVISER**

- 12.1 On the signature date of this agreement, the Adviser shall, in Annexe "A" provide PSG with a list of its employees whom will be representing the Adviser in its relationship with PSG. The Adviser shall immediately advise PSG in writing of the termination of employment of any consultant or employee referred to above for whatsoever reason. Similarly, the Adviser shall immediately advise PSG of appointing any employees or consultants whom it wishes to represent it in its relationship with PSG.

## **13. GENERAL**

- 13.1 The Adviser shall not be entitled to cede, assign, transfer or otherwise make over any of its rights or obligations in terms of this agreement, without the prior written consent of PSG.
- 13.2 In the event that the Adviser's shareholding or membership changes so that control of the Adviser is varied from the current position or the position as at the signature date hereof, the Adviser shall notify PSG in writing forthwith thereof and PSG shall be entitled to terminate this agreement as a result of such change in shareholding.
- 13.3 This agreement constitutes the sole record of the agreement between the parties. The agreement may only be amended or modified in writing which modification or amendment will only be of force and effect once signed by duly authorised representatives of both parties.
- 13.4 The parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such steps as may be open to them and necessary for or incidental to the fulfilment of and the putting into effect or maintenance of the terms, conditions and/or import of this agreement.



**14. DISPUTES**

- 14.1 In the event of any dispute or difference arising between the parties relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the parties will immediately meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) days, the parties irrevocably agree that the courts of Guernsey are to have jurisdiction to hear disputes.
- 14.2 The provisions of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of the agreement.
- 14.3 The provisions of this clause will not preclude either party from seeking urgent relief in any division having jurisdiction of the courts of Guernsey.

**15. NOTICES AND DOMICILIUM**

15.1 The parties hereto select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:

**PSG Fund Management (CI) Limited**                      **Physical Address**  
 11 New Street  
 St Peters Port  
 Guernsey, GY1 2PF  
 Channel Islands

**Contact**    **Guernsey**  
 Tel: +44 (0) 1481 726034  
 Fax: +44 (0) 1481 776029  
 Email:  
[offshore.instructions@psgadmin.co.za](mailto:offshore.instructions@psgadmin.co.za)

**PSG Fund Management (Malta) Limited**                      **Physical Address**  
 Smartcity Malta, SCM01  
 Ground Floor, Unit G02  
 Ricasoli, Kalkara SCM 1001  
 Malta

**Contact**    **Malta**  
 Tel: +356 21807586  
 Email:  
[offshore.instructions@psgadmin.co.za](mailto:offshore.instructions@psgadmin.co.za)

**South Africa**    Tel: +27 (21) 7998000  
 Fax: +27 (21) 7998181  
 Email:  
[offshore.instructions@psgadmin.co.za](mailto:offshore.instructions@psgadmin.co.za)

**Attention**    Athena Scharneck/Mandy Damstra

**The Adviser**

Physical address	<input type="text"/>
Postal address	<input type="text"/>
Telefax	<input type="text"/>
Email address	<input type="text"/>
Name	<input type="text"/>

provided that a party may change its *domicilium* to any other physical address, postal address (other than to a Poste Restante) or telefax number in the Republic of South Africa by written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of *domicilium*.

- 15.2 All notices to be given in terms of this agreement will:
  - 15.2.1 be given in writing or by telefax;
  - 15.2.2 be delivered or sent by prepaid registered post or by telefax;

15.2.3 if delivered be presumed to have been received on the date of delivery;

15.2.4 if sent by prepaid registered post be presumed to have been received within three business days of posting unless the contrary is proved;

15.2.5 if sent by telefax be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.

Signed at (place)  on this  day of  2018

**Witness 1**

For and on behalf of **PSG**

**Witness 2**

who warrants that he is duly authorised

Signed at (place)  on this  day of  2018

**Witness 1**

For and on behalf of **THE ADVISER**

**Witness 2**

who warrants that he is duly authorised

This information is intended for the internal use of PSG only, but may, if required, be provided to product and service suppliers if so requested.

**1. Brokerage Detail**

Company or business name	
Company registration number	
Regulated Intermediary number (eg FSB, FSA)	
attach copy of license	

Are you registered as an Investment Manager Investment for foreign investment allowance? Yes  No

Existing Adviser code with PSG Collective Investments	
Contact person Title, Name and Surname	
Contact person ID number	
Office telephone number	
Company VAT number	
Country of Incorporation	
Company postal address	

Company email address	
Physical address	

Shareholder(s) / owner(s) / members(s) names (copies of IDs and proof of residential address to be submitted for each member)	

Director(s) names (copies of IDs and proof of residential address to be submitted for each member)	

Adviser bank account details	Bank name	
	Bank address	
	Branch code	
	Branch name	
	Account holder	
	Account type	
	Account number	
	Country where account is held	

List of approved representatives who will be authorised by the Intermediary Partner who will be bound by the Terms and Conditions of the Memorandum of Agreement (copies of IDs and proof of residential address to be submitted for each member).

Full name of representative	Existing adviser code with PSG Collective Investments

**2. Adviser Details**

Adviser Title – full name and surname

Existing adviser code with PSG Collective Investments

Gender

Language

Work telephone number

Cellular number

Country of citizenship

Identity number

Passport number

Country of issue

Adviser email address

Intermediary partner duly authorised

Intermediary partner duly authorised

## ANNEXE “B”

### Initial Fees

An initial commission, payable to the Adviser, levied against an initial lump sum or additional amount up to a maximum of 2%.

### Management Fees

A Management Fee per annum, payable to PSG Fund Management (CI) Ltd and/or PSG Fund Management (Malta) Ltd and the Adviser, is calculated on the value of the investment and paid monthly.

Fund Name	Total Management Fee	Referral Fee (payable to Adviser)	Max. Sale of Units
<b>PSG Global Portfolio</b>			
PSG Multi-Management Global Flexible Fund Dollar	1.50%	0.50%	0.70%
PSG Wealth Global Moderate Fund of Funds A	1.50%	1.00%	0.20%
PSG Wealth Global Moderate Fund of Funds D	0.40%	0.00%	1.20%
PSG Wealth Global Creator Fund of Funds A	1.50%	1.00%	0.20%
PSG Wealth Global Creator Fund of Funds D	0.40%	0.00%	1.20%
<b>PSG Global Funds SICAV p.l.c.</b>			
PSG Global Equity Sub-Fund Class A	1.50%	0.50%	0.70%
<b>PSG International Funds SICAV p.l.c.</b>			
PSG Global Flexible Sub-Fund Class A	1.00%	0.50%	0.70%
PSG Global Flexible Sub-Fund Class B	0.50%	0.00%	1.20%
<b>PSG Mutual Fund ICC Limited</b>			
PSG Wealth Global Flexible FoF (GBP) IC Limited Class B	0.50%	0.00%	1.20%
PSG Wealth Global Flexible FoF (GBP) IC Limited Class A	1.50%	1.00%	0.20%
PSG Wealth Global Flexible FoF (USD) IC Limited Class B	0.50%	0.00%	1.20%
PSG Wealth Global Flexible FoF (USD) IC Limited Class A	1.50%	1.00%	0.20%
<b>PSG Mutual Fund ICC Limited</b>			
PSG Wealth Global Preserver FoF (GBP) IC Limited Class B	0.50%	0.00%	1.20%
PSG Wealth Global Preserver FoF (GBP) IC Limited Class A	1.50%	1.00%	0.20%
PSG Wealth Global Preserver FoF (USD) IC Limited Class B	0.50%	0.00%	1.20%
PSG Wealth Global Preserver FoF (USD) IC Limited Class A	1.50%	1.00%	0.20%

These fees may change subject to notice.

## **ANNEXE “C”**

### **FINANCIAL PRODUCTS**

#### **PSG Global Portfolio Fund**

\$-based Funds

- PSG Multi-Management Global Flexible Fund
- PSG Wealth Global Moderate Fund of Funds
- PSG Wealth Global Creator Fund of Funds

#### **PSG Global Funds SICAV p.l.c.**

\$-based Funds

- PSG Global Equity Sub-Fund

#### **PSG International Funds SICAV p.l.c.**

\$-based Funds

- PSG Global Flexible Sub-Fund

#### **PSG Mutual Fund ICC Ltd**

£-based Funds

- PSG Wealth Global Flexible FoF (GBP) IC Limited
- PSG Wealth Global Preserver FoF (GBP) IC Limited

\$-based Funds

- PSG Wealth Global Flexible FoF (USD) IC Limited
- PSG Wealth Global Preserver FoF (USD) IC Limited

## ANNEXE “D”

The following jurisdictions are considered to be the equivalent to Guernsey in terms of certification of passport photocopies and other documents:

Australia	Greece	Netherlands
Austria	Malta	New Zealand
Belgium	Hong Kong	Portugal
Canada	Iceland	Singapore
Cyprus	Ireland	South Africa
Denmark	Isle of Man	Spain
Finland	Italy	Sweden
France	Japan	Switzerland
Germany	Jersey	United Kingdom
Gibraltar	Luxembourg	United States

### Staff to represent the PSG Fund Management (CI) Limited and PSG Fund Management (Malta) Products

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