

**THE BHI TRUST**  
**MASTER'S REFERENCE NUMBER IT 3183/01**  
**APPLICATION FORM**

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c/o Rubicon Administration Services (Pty) Ltd. 208 Barry Hertzog Ave, GREENSIDE, 2193, South Africa  
Tel: 011 646 3222, Email: kaddy@rubicon-admin.co.za

**INVESTOR DETAILS**

Title                      Surname / Company etc  
                     

First Names / Contact person

Residential address

Postal address

Code:                     

Code:                     

Date of birth

ID No/Registration No. (Companies/Trusts)

Telephone Number (work)

Telephone Number (home)

Cellular Number

E-mail address

Tax Number

Tax category  
 Individual  
 Company or CC  
 Trust  
 Other \_\_\_\_\_

Source of funds

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- If the investor is an individual, a copy of the investor's ID, Proof of residence and Proof of bank acc is required.
  - If the investor is a Company, a copy of a director's resolution authorising the investment and nominating the person/s to sign all documents on behalf of the Company, together with a sample signature and a copy of the signatories' ID plus a copy of the Company's Certificate of Incorporation is required.
  - If the investor is a Close Corporation ("CC"), a copy of a members' resolution authorising the investment and nominating the person/s to sign all documents on behalf of the CC, together with a sample signature and a copy of the signatories' ID plus a copy of the CK1, approved by the Registrar of CC's is required.
  - If the investor is a trust, a copy of Letters of Authority and the trust deed is required.
  - If the investor is a partnership, an original letter on the partnership's letterhead, authorising the investment and nominating the person/s to sign all documents on behalf of the partnership, together with a sample signature and a copy of the signatories' ID's is required.
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## INVESTMENT

Investment Amount:

Please note:

- Cheques should be made payable to: **BHI Trust**
- For a direct deposit:

Bank: Nedbank

Branch code: 198765

Branch: Nedbank South Africa

Account No: 9011583738

Account Type: **Savings Account**

Reference: (client's name)

**IMPORTANT:** Please supply a copy of the deposit slip together with this application.

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## TERMS AND CONDITIONS

The investor acknowledges and understands that:

1. The investor will be subject to the provisions of the Trust Deed of The BHI Trust ("the Trust").
2. The investor acknowledges that he is aware of, and has acquainted himself with the nature of, and risk associated with, the investment. The choice of the investment shall remain that of the investor.
3. This investment application shall only be processed on the receipt by the Investment Manager of an unaltered and signed investment application form in respect of the investment, subject to 7 below.
4. The Investment Manager, shall, for the purposes of the investment, only make an investment upon adequate notification from [...] ("the Bank") of the clearance of the funds received from the investor, subject to 7 below. The Investment Manager recommends therefore, that all investments take the form of direct debits or EFT's.
5. **The investor warrants that the funds invested are not the proceeds of any unlawful activity, as defined in the Financial Intelligence Centre Act 38 of 2001 ("FICA"), and that it has complied with all the money laundering legislation of South Africa.**
6. The investor acknowledges that it has not placed any reliance on any information supplied by the Trustees, the Trust or the Investment Manager in selecting the investment and that any selection was made of its own accord, after obtaining such advice it deemed necessary.
7. The issuance of the Acknowledgement Letter by the Trust to the investor shall constitute acceptance of this application by the Trust on the terms contained herein.
8. Any instructions that the investor may give to the Managing Trustee in respect of its investment shall be given in writing either by the investor or any other person whom the investor has so authorised in writing. A copy of this written authority must be lodged with the Managing Trustee before any such instructions by a person other than the investor will be acted upon by the Managing Trustee. Such written instructions may be forwarded to the Managing Trustee by hand, facsimile, or electronic mail, or any other means that the Managing Trustee might consent to in the future.
9. The communication mode selected by the investor to convey instructions and requests represents a risk. Neither the Investment Manager nor the Trust nor the Trustees shall be

liable for any losses suffered by the investor as a result of the usage of the mode of communication as selected by the investor. In particular, neither the Investment Manager nor the Trust nor the Trustees will be liable for any losses that may result from fax or electronic transmission of instructions.

10. Neither the Investment Manager nor the Trust nor the Trustees nor their affiliates makes any representations or gives any warranties regarding the tax, legal and accounting treatments and consequences of the investment. The investor should seek independent professional advice with regard to the legal, accounting and tax treatment of this investment. The investor acknowledges and understands that the tax and legal environments are dynamic and that neither the Investment Manager nor the Trust nor the Trustees nor their affiliates can be held responsible for any losses or deductions, which may arise as a result of any changes to legislation and where such legislation has an effect on the performance of the investment.
  11. The terms and conditions of the investment structure, redemptions and costs are described in the Trust Deed.
  12. The investor acknowledges that he understands that the investment is not registered under any law and that it is unregulated.
  13. The investor acknowledges that any investments made by that investor in the Trust shall not attract any interest whatsoever and all and any such interest that accrues on any investment shall be deemed to be a fee to the Trust for the management of this investment.
  14. The Trust shall be entitled to a fee of 10% of the [net] capital growth of the Trust which fee shall be calculated monthly and payable to the Trust at the end of each successive quarter.
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## **DECLARATION**

I warrant that I have the power and authority and am legally competent to enter into and conclude this transaction with the necessary assistance where such assistance is a legal requirement.

I confirm that I have received sufficient information to make an informed decision regarding this application, and specific information on investment objectives, costs and risk factors.

The investor, or where applicable, its authorised signatory, by appending their signatures hereto, state and declare that they have each read and understood the terms and conditions pertaining to this investment plan and the investment media selected, warrant that all statements given by each of them in this application form are true and correct in every respect and that such statements shall form the basis of the investment.

I understand that as with all investment strategies there is a risk of loss as well as the potential for gain. Past performance is not necessarily indicative of future results. The Trust is subjected to market and trading risk.

The investor, or where applicable, its authorised signatory, by affixing its signature to this application form, acknowledges that it understands that it is investing in this investment at its own risk and further acknowledges that there is no guarantee of return in respect of such investment.

The investor represents and warrants that:

- It is acting for its own account, and it has made its own independent decision to enter into the investment, and as to whether the investment is appropriate or proper for it in reliance upon its own judgment and/or upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the Investment Manager, the Trustees or the Trust as investment advice or as a recommendation to enter into such investment (for the avoidance of doubt, any information and explanation related to the terms and conditions of the investment will not be considered investment advice or a recommendation to enter into such investment). It has not received from the Investment Manager, the Trustees or the Trust any assurance or guarantee as to the results which may be expected from the investment.
- It is capable of evaluating and understanding (on its own behalf or with the assistance of independent professional advice), and understands and accepts, the terms, conditions and risks of the investment. It is also capable of assuming, and assumes, the risks of such investment.
- None of the Investment Manager, the Trustees or the Trust is acting in a fiduciary capacity or as an advisor to it in respect of such investment.
- It is making the investment as principal (and not as agent or in any other capacity, fiduciary or otherwise).

**SIGNATURE OF INVESTOR**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Investor  
(or duly authorised person, where applicable)

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