# **LEGAL ENTITIES AND TRUSTS APPLICATION FORM**

INSTITUTIONAL INVESTING LEGAL ENTITIES AND TRUSTS





## 1. BEFORE YOU INVEST

#### IS A UNIT TRUST THE RIGHT PRODUCT FOR YOU?

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

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

#### WHAT ABOUT TAX?

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

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

# **COMPLETING THE FORM**

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

	Please read the Terms and Conditions and the Minimum Disclosure Document (MDD).
	Complete all relevant sections, and send it together with the required documents to MUMI via email to ops@mumi.com.na
	Cut-off times for receiving instructions are 13:00, except for Money Market funds where the cut off time is 11:00.
	If you wish to make an EFT payment, we will provide you with our bank details and your client account once your Unit Trust account is opened.
SUI	PPORTING DOCUMENTS

THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION:

KYC Documentation
Proof of Bank Account Details
Completed Ultimate Beneficial Owne

**"OUR CORE PHILOSOPHY IS TO** PRESERVE CAPITAL AND TO MANAGE **RELATIVE AND ABSOLUTE DOWNSIDE** RISK."

# **LEGAL ENTITIES AND TRUSTS APPLICATION FORM**





2. DETAILS								
Namibian(Pty) Ltd	Namibian	Listed Compar	ny	Nami	bian Close Corporat	ion	Tru	ıst
Collective Investment	: Scheme (CIS)	Retirem	ent Fund	Me	edical Aid Scheme		Foreign Co	ompany
Partnership								
Other Legal Entity (Clubs, N	NPO's, Churches, etc)							
3. INVESTOR								
Registered Name								
Trading name (if different)				Registration	Number			
Income Tax number				VAT Number				
Nature of business								
Registered Address					Postal Address			
c/o					Same as street Addre	ess	Yes	No
Complex				Unit		c/o		
Street				Street Numb	per Su	burb		
Jueet								
Line 1	Line 2			Line 3		Line 4		
Country		City			Postal Cod	de		
Telephone (H)		Fax			Telephone	e (W)		
Cell		Email Address				Capacity		





# 4. CONTACT PERSON

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

#### 5. INVESTMENT OPTION DETAILS

PLEASE COMPLETE THE TABLE BELOW ONCE YOU HAVE MADE YOUR SELECTION.

#### MINIMUM INVESTMENT OF N\$1000 PER MONTH OR N\$10 000 AS LUMP SUM.

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

UNIT TRUST PORTFOLIO	ANNUAL MANAGEMENT FEE	INVESTMENT AMOUNT	DEBIT ORDER	RE-INVEST DISTRUBUTIONS ?
MUMI Corporate Fund	0.50%	N\$	N\$	Yes No
MUMI Balanced Fund	0.75%	N\$	N\$	Yes No
MUMI High Yield Fund	0.65%	N\$	N\$	Yes No
MUMI Equity Fund	1.00%	N\$	N\$	Yes No
		N\$	N\$	Yes No
		N\$	N\$	Yes No

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

## 6. SPECIAL FEE INSTRUCTIONS

IN THE EVENT THAT A SPECIAL FEE ARRANGEMENT HAS BEEN ENTERED INTO WITH US, PLEASE INDICATE SUCH ARRANGEMENT BELOW.

Unit Trust Portfolio	Fee Class	Agreed With





7. SOURCE OF FUNDS INVESTED	
Tax Refund Investment/Insurance pay or	ut Passive Income (rental, dividends, interest)
Venture capital Trust donor	Savings Sale of assets Donations
Trade/business	
Other (please specify)  PLEASE NOTE THAT IN CERTAIN CIRCUMSTANCES WE MA	AY REQUEST ADDITIONAL INFORMATION.
8. REGULAR WITHDRAWALS  Please only complete this section if you would like to	to receive a regular withdrawal from your investment.
Your regular payment will be paid on the 25th of the account up to two business days later.	
Payment frequency	Monthly Quartelly Biannually Annually
Unit Trust Portfolio	Regular Withdrawal Amount
	N\$
	N\$
Total	N\$
9. BANKING DETAILS OF INVESTOR	
Name of Account Holder	
Bank	

- Please provide the Manager with Proof of Bank Account Details
- The accoutn holder must have a Namibian bank Account.
- Debit orders will be deducted from this account.

Branch Name Branch Code Account Number Account Type

- The onus is on the investor to inform the Manager of any changes to the bank account details.
- No payments will be made into third party bank accounts or credit cards. (i.e. payments will only be made to the bank account in the name of the registered investor).





10. METHOD OF PAYMENT				
LUMP SUM				
Once your account has ben opened, ¿	ou will receive notification and payment instructions			
DEBIT ORDER				
	out the stated amount for the investment from the bank account above. I/we agree to pay bank charges Any debit order amendment must be received in writing by the Manager prior to the 7th day of the month bellowing month.			
Regular Debit Order	Funds are deducted from the investor's bank account on the 1st working day of each month.			
	Commencement month/year Annual Escalation %			
Please note: Funds invested via do were invested into untis on your b	bit order may not be redeemed until after 40 days from the date on which such funds half.			
BANKING DETAILS FOR DEBI	ORDER DEDUCTION (IF DIFFERENT FROM INVESTOR'S BANK DETAILS):			
Name of Account Holder				
Bank				
Branch Name				
Branch Code				
Account Number				
Account Type				
Please note: Proof of ID and pro	of of bank account details required for account holder			
11. FINANCIAL ADVISOR D	ETAILS (IF APPICABLE)			
COMPLETE THIS SECTION IF	YOU HAVE AN INDEPENDET FINANCIAL ADVISOR			
Name of Financial Advisor				
Name of Financial Service Provider	NAMFISA License Number			
Contact Tel No	Email Address			

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

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





Initial Fee		ncial advisor fee, to be paid to your financial advisor be s agreed that no initial fee is payable, please insert O	
Annual Fee		nancial advisor fee to be paid to your financial advisor this fee. If no annual fee is payable, please insert 0%	
INVESTOR DECLARATIONS F	OR CLIENTS WITH A FINANCIA	AL ADVISOR	
<ul> <li>I confirm that my appointed fin- (e.g. a discretionary investment</li> <li>I understand and confirm that N may be withdrawn by me by wr will be governed by the relevan</li> <li>I acknowledge and agree that N</li> </ul>	sor, as authorised representative of the ancial advisor and any other third part manager) will have access to my investigation of the part and may redeem units in order to partiten instruction to MUMI. I understand that and latest Terms and Conditions in full will not be held liable for acting of direct or indirect claims (including clais).	ties with whom I have an agreement to manage this lestment details.  By the agreed financial advisor fees. I understand that d and agree that all instructions submitted by myself force as at the date of instruction submitted. On any instructions submitted by myself or my financims for consequential damages in this regard).	t this authority f or my financial adviso
Signature of Investor		Date	
12. FINANCIAL ADVISOR	DETAILS (IF APPLICABLE)		
I am a new Advisor  New advisors need to complete  Existing MUMI Advisor code (Entity  Email Address for correspondence	ID)		
I, the appointed Advisor for this	investment applicaton declare th	nat:	
1. I am licensed to render serv	ices in respect of this product.		
Intelligence Act (FIA) and the re	ied the identity of the investor/s (and gulations thereto, and I will keep recor	persons acting on behalf of the investor) in accordards of such identification and verification according to	o the provisions of FIA
		which may lead us to suspect or reasonably suspect ould we subsequently become aware of suspicions o	
	relate to this investment to the investo writing and inform MUMI and me.	or/s and I understand and accept that the investor/s	may withdraw his/ her
any information for purposes information will not be given or	of investment transactions, processions sold to any third parties. MUMI will dis	urse of business to provide the products and services ng and administration and to communicate direct sclose or report personal information if and when re ire such information to carry out their duties.	tly with me. Personal
Signature of Investor		Date	





#### 12. INTEREST WITHHOLDING TAX

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

#### **ANNEXURE A: ULTIMATE BENEFICIAL OWNER**

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

Definitions:

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

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

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

Owner of 25% or more shares with voting rights attach	ed Executive Director Non-executive director
Exercises control of the legal entity through other mean	S** Manager Partner
** Please specify what "other means" refers to	
Details of natural person.	
Full Name	
ID or Passport Number (if Foreign National)	Percentage shareholding in legal entity (if applicable)
Role/Position at legal entity applicant	
Signature	

Supporting documents to be submitted with application form:

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

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

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





#### **AUTHORISATION AND DECLARATION**

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





# **AUTHORISATION AND DECLARATION**

Yes No	
If yes, please provide details:	
such as heads of state or government, ministers, deputy minist	nas been entrusted with a prominent public function. This may include individuals who hold or have held senior government positions, ters, members of parliament, judges, senior officials of political parties, and senior executives of state-owned enterprises, as well as individuals w
hold or have held similarpositions in international organizations	s. Please note: It is the client's responsibility to disclose to Boutique Collective Investment Namibia should this status change.
16. I acknowledge that MUMI Investment	
16. I acknowledge that MUMI Investment Laws. However, as a general rule, MUMI may reta	s. Please note: It is the client's responsibility to disclose to Boutique Collective Investment Namibia should this status change.  Managers will retain personal information as permitted or required to do so in terms of Applicabain personal information for the longest period permitted by such Applicable Laws should MUM ent to retain it for a lawful purpose. (for example, for the purposes of complaints handling, legal
16. I acknowledge that MUMI Investment Laws. However, as a general rule, MUMI may reta Investment Managers foresee a requirement processes and proceedings.)	Managers will retain personal information as permitted or required to do so in terms of Applicabain personal information for the longest period permitted by such Applicable Laws should MUM ent to retain it for a lawful purpose. (for example, for the purposes of complaints handling, legal
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# **THANK YOU**

YOU HAVE COMPLETED THIS APPLICATION FORM. PLEASE COLLATE ALL YOUR REQUIRED KYC DOCUMENTATION TO INCLUDE IN YOUR SUBMISSION





# In terms of the Financial Intelligence Act, 2012 (Act No 13 of 2012) MUMI Investment Managers requires a copy of each of the following documents:

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

"Proof of bank account details" is a bank statement or bank confirmation document less than 3 months old that clearly displays the investor's nam and bank account number.

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

#### **COMPANY**

- Certificate of Incorporation and Notice of Registered Office and Postal Address.
- Proof of business address.
- Proof of income tax number.
- Proof of authority to act for the company e.g. a directors' resolution.
- Certified ID documents in respect of all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
- Proof of banking details (less than 3 months old)

#### **CLOSE CORPORATIONS**

- Founding Statement and Certificate of Incorporation and Amended Founding Statement.
- Proof of business address.
- Proof of income tax number.
- Proof of authority to act for the close corporation e.g. a members' resolution.
- Certified ID documents in respect of all authorised representatives and all individuals, or legal entities holding 25% or more of the voting rights.
- Proof of banking details (less than 3 months old)

# FOREIGN COMPANIES

- Official document from foreign regulator witnessing incorporation, bearing the name, number and address.
- Proof of address.
- Proof of income tax number.
- Proof of authority to act for the company e.g. a directors' resolution.
- Certified ID documents/passports in respect of the all authorised representatives and also all individuals, or legal entities holding 25% or more of the
- Proof of banking details (less than 3 months old)

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

- The constitution or other founding document/ Regulatory approval in terms of which legal entity is created.
- Proof of address.
- Proof of income tax number.
- Proof of authority to act for the entity e.g. trustees' resolution.
- Certified ID documents in respect of all the authorised representatives.
- Proof of banking details (less than 3 months old)

#### **PARTNERSHIPS**

- Partnership agreement
- Proof of income tax number.
- Proof of address.
- Proof of authority to act for the partnership e.g. resolution.
- Certified ID documents in respect of all the partners and authorized representatives.
- Proof of banking details (less than 3 months old)

#### **TRUSTS**

- Letters of authority from the Master or foreign regulator (foreign trusts).
- Trust Deed.
- Proof of income tax number.
- Proof of authority to act for the trust e.g. resolution.
- Certified ID documents in respect of all authorised representatives and also all beneficiaries mentioned by name in the trust.
- Proof of banking details (less than 3 months old)
- Document of incorporation or founding document, that has been issued by the regulator of companies in your jurisdiction;
- Proof of address (if not displayed on registration documentation as requested above);
- Proof of trading name (if different to registered name);
- Proof of authority to act on behalf of the company e.g. a directors' resolution;
- ID documents/passports for all authorised representatives (as per resolution);
- A completed "Annexure A: Ultimate Beneficial Owner" for each beneficial owner; and
- Supporting documents as requested per Annexure A.





## **AUTHORISATION AND DECLARATION**

Physical Address	iLAMO Building, Unit 3, 19 Simon Bolivar Street, Klein windhoek / Windhoek
Postal Address	P.O. Box 5949, Auspannplatz, Namibia
Reception	+264 61 223375
E-mail	info@mumi.com.na
Website	www.mumi.com.na

## **COMPLIANCE DEPARTMENT**

Compliance Officer	Aino Indongo
Physical Address	iLAMO Building, Unit 3, 19 Simon Bolivar Street, Klein windhoek / Windhoek
Postal Address	P.O. Box 5949, Ausspannplatz, Namibia
Reception	+264 61 223375
E-mail	aino@mumi.com.na
Website	www.mumi.com.na

# **COMPLAINTS**

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from Boutique Collective Investment Namibia (PTY) LTD (BCIN). A complaint must be submitted to the Compliance Officer. MUMI will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. Should you wish to lodge a complaint regarding the services being provided, an email can be sent to info@mumi.com.na or alternatively you can obtain our complaints policy, conflict of interest policy from the compliance department (address above). If an investor is still not satisfied with the response from MUMI, he/she has the right to address his/her complaint in writing to NAMFISA at the address below. Should you have a complaint related to the advice given by your financial advisor, please submit this complaint directly to your financial advisor. If an investor is still not satisfied with the response from the Financial Advisor, he/she has the right to address his/her complaint in writing to NAMFISA at the address below. NAMFISA is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

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