



**DMA Direct - Advisor checklist**

Date:
Client name:

**FICA**

- Client ID - Certified
- Client Proof of Address - Certified
- Proof of bank - Certified

**FAIS (Advisor Specific)**

- Advisor Record of Advice
- Risk profiler
- Quote (If applicable)
- Product Literature
- Letter of introduction + Disclosures
- Letter of Appointment (If applicable)

**FAIS (Interactive Portfolios)**

- Letter of introduction + Disclosures
- Signed Interactive Investment Mandate
- Signed Portfolio Factsheet (If applicable)
- Signed Underlying Fund factsheets

**DMA Application forms**

- DMA Application form
- Power of Attorney
- W8BEN form

## Intelligent Investing

### **DMA Account Opening**

#### Process Document

##### 1. Account opening documents

The following account opening documents are **attached**:

- DMA Information gathering form
- DMA Power of Attorney
- W8BEN form
- Interactive Portfolios Investment Mandate

The following documentation must be obtained from Interactive Portfolios:

- Investment portfolio quotation
- Factsheet/Investment portfolio

FICA documents to accompany the application:

- Client ID /valid passport– certified
- Client proof of residence – certified
- Proof of banking details (bank account the funds are being paid from) - certified

##### 2. Account Opening Process:

- The completed and signed account opening forms and FICA documents are submitted to Interactive Portfolios for processing.

##### 3. Account Funding:

- Once the DMA account is open, Interactive Portfolios will provide the relevant banking details to be used.

##### 4. Investment Management

- Once the account is active and funded:
  - Interactive Portfolios will invest the client’s funds as per the mandate and factsheet.
  - Interactive Portfolios will send the initial statement as confirmation of funds and trade.

##### 5. Ongoing maintenance

- Interactive Portfolios will send the client a statement and quarterly personalised factsheet.
- Interactive will also be able to review the portfolio with the client as and when requested by the advisor.

**INTERACTIVE PORTFOLIOS (PTY) LTD**

**(REGISTRATION NUMBER: 1947/027603/07)  
(HEREINAFTER REFERRED TO AS "THE FSP")**

Address: Unit 2 - Ground Floor, 3 Melrose Boulevard,  
Melrose Arch, 2196

**INFORMATION GATHERING**

Title \_\_\_\_\_

Full name: \_\_\_\_\_

ID/Reg number/Passport: \_\_\_\_\_

Country of birth: \_\_\_\_\_

Town/City of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Marital status: \_\_\_\_\_

Do you have multiple passports: \_\_\_\_\_

(If yes please list all) \_\_\_\_\_

Physical address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country of address: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Home number \_\_\_\_\_

Office Number: \_\_\_\_\_

Email address \_\_\_\_\_

Employment status: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Nature of business: \_\_\_\_\_

Job Title: \_\_\_\_\_

Monthly income after tax: \_\_\_\_\_

Monthly Expenses: \_\_\_\_\_

Total Investments and Savings: \_\_\_\_\_

Tax residency: \_\_\_\_\_

Income tax number: \_\_\_\_\_

Are you registered for Tax in any other countries?  
(If yes, please list country and Tax No.) \_\_\_\_\_

Source of Funds for investments \_\_\_\_\_

**Full Name:** \_\_\_\_\_ (hereinafter referred to as the 'Principal')

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**HEREBY GRANTS POWER OF ATTORNEY TO**

**Company Name:** \_\_\_\_\_ (hereinafter referred to as the 'Attorney')

**Company Reg No.:** \_\_\_\_\_ **Attorney's relationship to the Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Email:** \_\_\_\_\_

for and in respect of account reference(s):

\_\_\_\_\_  
(Insert the account number for the account(s), if known. Otherwise or if left blank, this power of attorney shall only apply to the account(s) for which the Attorney is the introducing broker and adviser or discretionary manager to the account(s).)

to perform all transactions and legal acts according to SCM DMA (Pty) Ltd ("DMA") General Business Terms or any other terms which are entered into with DMA and which govern the client relationship as if they were performed by the Principal itself.

The Attorney agrees that if it breaches any term of DMA's General Business Terms it shall keep DMA indemnified against any loss, damage or expense incurred by DMA as a result of such breach.

Thus, the Principal understands and agrees that:

1. DMA may accept from the Attorney, without inquiry or investigation: (i) any instruction or order to transact all instruments available on DMA's trading systems including financial securities, derivatives, and any other property in the Principal's account(s) on margin or otherwise; and (ii) any instruction regarding the withdrawal and/or transfer of funds to credit or debit the Principal's account;
2. DMA shall have no responsibility or liability to the Principal in following the Attorney's instructions;
3. DMA is under no duty to supervise or otherwise know or review the trading practices, advice or any other acts carried out by the Attorney and DMA relies on the Principal monitoring the trading and transactions on the account(s) conducted by the Attorney;
4. The Principal hereby agrees to indemnify DMA for any losses or damages caused to DMA by any act or omission of the Attorney whatsoever (including but not limited to any losses incurred as a result of DMA acting on instructions given by the Attorney);
5. DMA is allowed to provide the Attorney with direct access to the account and reveal all information about the account to the Attorney and thus, for instance, send copy of any and all transaction notes, account statements etc. to the Attorney so that the Attorney may satisfy any of the it's legal and regulatory requirements on records retention;
6. DMA may establish internet trading facilities according to the instructions of the Attorney for purposes of executing trades on behalf of the Principal on any of DMA's internet trading systems;
7. This Power of Attorney shall be governed by and construed in accordance with laws of the Republic of South Africa and all Parties irrevocably agrees that the courts of South Africa shall have exclusive jurisdiction to determine any proceedings; and

8. This Power of Attorney shall remain effective until revoked in writing by the Principal and correspondingly confirmed in writing by DMA. Any revocation of the authority given to the Attorney shall not affect the validity, ratification and indemnity with respect to any transaction initiated or instruction given by the Attorney prior to confirmation by DMA of such notice. For avoidance of doubt, upon revocation, all rights of the Attorney under this Power of Attorney shall no longer apply.  
The death, bankruptcy, or mental incapacity, or, where relevant, any insolvency event such as, but not limited to, the dissolution, winding up or liquidation of either the Principal or the Attorney shall also act to revoke this power of attorney. The effective date of revocation under this clause shall be the date upon which DMA receives documentary evidence of any such event, to its satisfaction, and confirms receipt of that evidence.
9. This Power of Attorney may be executed in two counterparts, which together will have the same effect as if the Principal and the Attorney had signed the same document. The Principal and/or the Attorney may deliver an executed copy of this Power of Attorney to DMA by emailing a scanned copy of the executed Power of Attorney to DMA, and such delivery shall have the same force and effect as delivery of an original signed copy of this Power of Attorney.

**THIS POWER OF ATTORNEY IS EXECUTED, IS DELIVERED AND TAKES EFFECT ON THE DATE OF THE LAST SIGNATURE BELOW.**

DMA may undertake checks on the identity and residential address of the Attorney by electronic means or require the Attorney to provide documentary evidence for this purpose. By signing this document, the Attorney consents to and accepts the Privacy and Data Protection policy of DMA.

I, THE PRINCIPAL, HEREBY AGREE TO ALL OF THE TERMS SET OUT ABOVE.

I, THE ATTORNEY, HEREBY AGREE TO ALL OF THE TERMS SET OUT ABOVE.

**The Principal**

Signature

Full Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Attorney**

Signature *Je*

Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. October 2021)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury  
Internal Revenue Service

► Go to [www.irs.gov/FormW8BEN](http://www.irs.gov/FormW8BEN) for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary . . . . . W-8IMY

**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner** (see instructions)

<b>1</b> Name of individual who is the beneficial owner		<b>2</b> Country of citizenship
<b>3</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>		
City or town, state or province. Include postal code where appropriate.		Country
<b>4</b> Mailing address (if different from above)		
City or town, state or province. Include postal code where appropriate.		Country
<b>5</b> U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		
<b>6a</b> Foreign tax identifying number (see instructions)	<b>6b</b> Check if FTIN not legally required . . . . . <input type="checkbox"/>	
<b>7</b> Reference number(s) (see instructions)	<b>8</b> Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (for chapter 3 purposes only) (see instructions)

**9** I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_.

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
  - (a) income not effectively connected with the conduct of a trade or business in the United States;
  - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
  - (c) the partner's share of a partnership's effectively connected taxable income; or
  - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here**  I certify that I have the capacity to sign for the person identified on line 1 of this form.

_____ Signature of beneficial owner (or individual authorized to sign for beneficial owner)	_____ Date (MM-DD-YYYY)
_____ Print name of signer	



## **MANDATE**

**ENTERED INTO BETWEEN**

**INTERACTIVE PORTFOLIOS (PTY) LTD t/a INTERACTIVE**

**PORTFOLIOS (FSP44371) AND**

.....  
(Hereinafter referred to as the Client/Investor)

**FOR THE RENDERING OF INTERMEDIARY SERVICES AND  
THE MANAGEMENT OF INVESTMENTS BY A DISCRETIONARY  
FINANCIAL SERVICES PROVIDER**

## WHEREBY IT IS AGREED:

### 1. AUTHORISATION

- 1.1 INTERACTIVE PORTFOLIOS is the holder of a category I and II FSP licenses (FSP nr. 44371) and is authorised to render intermediary services of a discretionary nature in respect of investments schemes and products as defined in 1.5 below.
- 1.2 The Investor wishes to appoint INTERACTIVE PORTFOLIOS to manage his/her investments on his/her behalf.
- 1.3 The parties wish to regulate INTERACTIVE PORTFOLIOS's mandate in terms of this agreement.
- 1.4 INTERACTIVE PORTFOLIOS will have full discretion in terms of this mandate to make such recommendations in regard to the Client/Investor's portfolio applicable to both local and off-shore jurisdictions unless the Client/Investor indicates in writing that only the local jurisdiction applies. **Should the Client/Investor wish to exclude any of the above investment instruments it should be so indicated in writing.**
- 1.5 INTERACTIVE PORTFOLIOS is authorized to invest in, and switch from any of the following financial products subject to 1.2 above:

*Long term Insurance B1*  
*Long Term Insurance C*  
*Retail Pension Benefits*  
*Pension Fund Benefits*  
*Shares*  
*Money Market Instruments*  
*Debentures and Securitised Debt*  
*Warrants, Certificates and other instruments*  
*Bonds*  
*Derivative Instruments*  
*Participatory interests in a Collective Investment Scheme*  
*Long Term Deposits*  
*Short Term Deposits*  
*Long Term Insurance B2*  
*Long Term Insurance B2-A*  
*Long Term Insurance B1-A*  
*Structured Deposits*  
*Participatory interest in a CIS hedge fund*  
*Crypto Assets*

- 1.6 Investment products and portfolios will be applied and signed for by the Client/Investor on the applicable initial investment application forms. INTERACTIVE PORTFOLIOS shall take the Client's/Investor's risk profile and investment objectives into account when making such recommendations to invest in and switch the investments within the chosen portfolio/s.
- 1.7 INTERACTIVE PORTFOLIOS may make use of the services of its staff to execute certain administrative functions in the course of rendering intermediary services to the Client/Investor.



## 2. INVESTMENT OBJECTIVES

The investment objectives are specified as follows:

Long term (5 years or longer)	Capital growth	
	Income generation	
Medium (2 to 5 years)	Capital growth	
	Income generation	
Short Term (3 months to 2 years)	Capital Growth	
	Income Generation	
Risk Preference*		

*\*(Risk profile is determined considering the current set of information and circumstances of the Client/Investor but may change as the circumstances of the Client/Investor change).*

## 3. STATEMENTS

The Client/Investor will be furnished with monthly statements concerning the investments, and in addition electronic statements may be provided at any time on request.

## 4. RISK DISCLOSURE

- 4.1 There is a risk associated with investment in the financial products available. The value of the investments and income may rise as well as fall, and there is a risk that the Client/Investor may suffer financial losses. The Client/Investor does not have a claim against INTERACTIVE PORTFOLIOS in the event of the realisation of this risk unless it can be proved that the losses were due to negligence, fraud, misconduct or dishonesty by INTERACTIVE PORTFOLIOS or their staff.
- 4.2 When investing in foreign investment products it is important to be aware of the following risks:
- 4.2.1 Getting access to investment performance information may be more difficult than South African based investments.
  - 4.2.2 Investments are exposed to different tax regimes that may change without warning and it may influence investment returns.
  - 4.2.3 Exchange control measures may change in the country of investment and it may influence accessibility to the invested capital.
  - 4.2.3 The value of the Rand has deteriorated over the last number of years. However it is important to understand that should the Rand exchange rate strengthen against the exchange rate of the foreign currency(ies) in which the Client's/Investor's money is invested, it may create a loss of capital or reduced returns when the money is returned to South Africa in Rands.
- 4.3 INTERACTIVE PORTFOLIOS may invest in wrap funds on behalf of the Client/Investor in terms of this mandate and is thus required by the FSCA to make certain disclosures regarding wrap funds and how they differ from fund of funds.

- 4.3.1 A fund of funds is a collective investment scheme fund that is not allowed to invest more than 50% of the value of the fund in any one collective investment scheme fund. The Collective Investment Scheme Act guarantees the repurchase of participatory interests in a fund of funds by the management company.
- 4.3.2 A wrap fund is a basket of different collective investment schemes wrapped as a single investment portfolio. The underlying combination of collective investment schemes is selected to optimally target the risk/return requirements and investment objectives of the Client/Investor. In fact it is a number of separate investments in which the Client/Investor has direct ownership and could be better described as an account. These underlying investments are selected in line with the investment requirements of the Client/Investor. There is no joint ownership among Clients/Investors and individual ownership of the participatory interests in the collective investment schemes can be transparently demonstrated at all times. A wrap fund investment is administered and facilitated by a linked investment service provider (LISP) i.e. an Administrative FSP. A wrap fund has no limit concerning the collective investment schemes that that it may include in its portfolio. The Administrative FSP of the wrap funds does not guarantee the repurchase of participatory interests in the collective investment schemes that comprise the wrap funds. The Administrative FSP has service level agreements in place with the management company of each collective investment scheme according to which the repurchase of participatory interests in collective investment schemes comprising wrap funds are guaranteed. The costs and other information applicable to wrap funds are set out in the documentation of the administrator of the wrap funds.
- 4.4. Crypto assets refer to the investment services related to cryptocurrency and not the cryptocurrency itself. Crypto assets are defined as any digital representation of value that can be digitally traded, or transferred, and can be used for payment or investment purposes, but excluding digital representations of fiat currencies or securities that already fall within the definition of financial product. Crypto Assets mean a digital representation of value that:
- (a) is not issued by a central bank, but is capable of being traded, transferred or stored electronically by natural and legal persons for the purpose of payment, investment and other forms of utility;
  - (b) applies cryptographic techniques; and
  - (c) uses distributed ledger technology.
- 4.4.1. Risk associated with cryptocurrencies, Crypt assets are not regulated, therefore, no specified rules exist to protect customers or provide customer resolution mechanisms in the case of disputes. The use of crypto asset funds for investment purposes is closely linked to their ability to be considered as a tool for capital appreciation over the long term. The volatility of the crypto asset market has made it difficult to consider crypto assets as a safe store of value; they are rather seen as a speculative investment.

## 5. REGISTRATION OF INVESTMENTS

INTERACTIVE PORTFOLIOS shall register the investments that from time to time it holds on behalf of the client in the name of the client or in the name of a nominee company that the client may nominate in writing to INTERACTIVE PORTFOLIOS.

**6. VOTING ON BEHALF OF CLIENTS/INVESTORS**

INTERACTIVE PORTFOLIOS may vote on behalf of the Client/Investor in respect of a ballot conducted by a collective investment scheme in so far as the ballot relates to the investments managed by them on behalf of the Client/Investor.

**7. INFORMATION TO BE DISCLOSED BY PRODUCT PROVIDERS**

The Client/Investor confirms that INTERACTIVE PORTFOLIOS shall not be required to provide the Client/Investor with any information that a product provider such as a collective investment scheme or other listed insurance company is required by law to disclose to the Client/Investor.

**8. ACCRUALS**

All cash accruals received in respect of the Investments, including dividends and interest, shall be:

- paid into the Trust Account of the Stockbroker
- reinvested as and when they fall due and shall form part of the Investments
- paid out to the Client/Investor into the following bank account as indicated in 9.1

**9. TREATMENT OF FUNDS**

Funds shall be paid by the Client/Investor into the bank account of the Investment Company where such funds are to be placed for the future management of the investment.

Any cash (including dividends and interest) accruing to the client may at the clients election be:

- 1. Reinvested
- 2. Paid to the client
- 3. Paid to the Trust Account of the Stockbroker


Should the Client/Investor so require the funds to be paid into their account, the following bank account will be used:

Account Name:

Bank Name:

Branch Name:

Account Number:

**10. REMUNERATION**

10.1 In consideration for investment management services the Client/Investor undertakes to pay INTERACTIVE PORTFOLIOS a management fee of \_\_\_ % (plus VAT) per annum (levied monthly) of the monthly market value of the Investments.

10.2 The Client/Investor hereby authorises INTERACTIVE PORTFOLIOS to recover the fees set out in clause 10.1 above from the Investments, notwithstanding the fact that the fees specified in the applicable investment application forms may differ from the fees specified in clause 10.1 above.

10.3 If INTERACTIVE PORTFOLIOS receives any commission, incentives, rebates, fee reductions or any discounts from a administrative FSP or product supplier for placing the Client/Investors funds with them, INTERACTIVE PORTFOLIOS will be entitled to retain such benefit to the extent permitted by law, provided that the Client/Investor has been notified in writing of such arrangements.

## **11. DECLARATION REGARDING FUNDS AND INVESTMENTS**

11.1 The Client/Investor declares that all funds and investments placed under INTERACTIVE PORTFOLIOS's management in terms of this mandate are from a legitimate source and are not the "proceeds of unlawful activities", as defined in the Prevention of Organised Crime Act, No. 121 of 1998.

11.2 The Client/Investor further warrants that, where required, all funds placed under INTERACTIVE PORTFOLIOS'S management in terms of this mandate are declared in terms of the Income Tax Act of 1962 and that the Client/Investor has any necessary approval from the South African Reserve Bank for foreign funds, assets or investments owned by the Client/Investor.

## **12. TAX MATTERS**

The Client/Investor hereby confirms that he/she is aware that different investment products and portfolios are treated differently in terms of taxation. Although the Discretionary FSP will always strive towards the optimum allocation of funds in terms of risk, return and taxability, the Discretionary FSP cannot be held responsible for any tax that the Client/Investor may be required to pay whether direct, indirect or consequential to any of the investment products, portfolios and/or structures implemented.

12.1 The Client/Investor accepts full responsibility to declare all taxable income derived from the Investments in terms of the Income Tax Act of 1962.

## **13. TERMINATION OF MANDATE**

13.1 Any amendment of any provision of this mandate shall be in writing and shall be by means of a Supplementary or New Agreement between INTERACTIVE PORTFOLIOS and the Client/Investor.

13.2 INTERACTIVE PORTFOLIOS or the Client/Investor shall be entitled to terminate this mandate after notice in writing of not more than sixty (60) calendar days.

## **14. EFFECTIVE DATE**

This mandate will become effective on the date of signature by the client/investor.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

By the Client/Investor:

Signature \_\_\_\_\_ Name \_\_\_\_\_