

Application Form: Multilect Living Annuity

How to Invest

1. before investing, please read the Terms and Conditions of this Policy (attached hereto), as well as the [Investment Option Brochure](#), carefully.
2. Please complete all relevant sections of this form, and send pages 1-4 together with the required documents to admin@multilect.co.za.
3. Cut off times for receiving instructions are **13:00** (SA).
4. The following supporting documentation must be submitted with this application:

FICA documentation

Proof of deposit

Proof of banking details

Details

New Investor Existing Investor Client Number

Investor

Title _____ Surname _____

First Name(s) _____ Male _____ Female _____

Date of Birth _____ Nationality _____

Identity Number or Passport (if no RSA ID) _____

Income Tax Number _____

Occupation _____ Country of Residence _____

Physical Address _____

_____ Post Code _____

Postal Address _____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Please specify your preferred method of receiving correspondence * E-mail Postal address

*Where no selection is made correspondence will be sent to the e-mail address supplied above. If no email address is supplied, correspondence will be sent via post.

Marital Status Single Ante-nuptial contract In community of Property

Acting on behalf of Investor */ Joint Investor **

* This is for Guardians/ persons with Powers of Attorney

** This is for second name if joint registration of investment

Title _____ Surname _____

First Name(s) _____ Male _____ Female _____

Date of Birth _____ Nationality _____

Identity Number or Passport (if no RSA ID) _____

Income Tax Number _____

Physical Address _____

_____ Post Code _____

Postal Address _____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Capacity _____

Banking Details of Investor

Name of Account Holder _____

Name of the Bank _____

Branch Name _____ Branch Code _____

Account Number _____ Account Type _____

Signature of Account Holder _____

- A cancelled cheque or bank statement must be attached as proof of banking details.
- The account holder must have a South African bank account.
- The onus is on the investor to inform Multilect 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).

Method of payment

Transferring Fund

| | | | | | | | |
|--------------------------|----------------|--------------------------|----------------|--------------------------|-------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | Pension Fund | <input type="checkbox"/> | Provident Fund | <input type="checkbox"/> | Retirement Annuity Fund | <input type="checkbox"/> | Directive 135 transfer |
| <input type="checkbox"/> | Unit Transfer? | <input type="checkbox"/> | Unit Transfer? | <input type="checkbox"/> | Unit Transfer? | <input type="checkbox"/> | Unit Transfer |

Registered name of transferring Fund / Insurer _____

Bank Details for Deposit

Deposit your lump sum directly into the following bank account:

| Account Name | Account Number | Bank | Branch | Branch Code |
|---|----------------|------|--------------------------|-------------|
| Guardrisk Life Limited – Multilect Administrators | 62807215696 | FNB | Corporate Cheque Account | 255005 |

Investment Option Details

Please complete the table below once you have made your selection from the latest Investment Option Brochure
Please indicate a Rand amount or a percentage below.

Insert version number

| Investment Portfolio | Portfolio Fee Class | Investment Amount (R) | Percentage |
|----------------------|---------------------|-----------------------|------------|
| | | | % |
| | | | % |
| | | | % |
| | | | % |

Income Payment Details

This section does not apply to transfers from existing annuities.

You are able to select your income to be a percentage of your capital or a Rand amount. You are also able to select the frequency of your income as well as from which investment portfolio you would like your income to be paid.

Income to be payable (please enter a percentage or Rand amount):

| | | | | | | |
|-------------------|----------------------|---|----|-------------|----------------------|---|
| Income Percentage | <input type="text"/> | % | OR | Rand Amount | <input type="text"/> | R |
|-------------------|----------------------|---|----|-------------|----------------------|---|

Income frequency (please tick one):

| | | | | | | | |
|--------------------|--------------------------|----------------------|--------------------------|------------------------|--------------------------|-------------------|--------------------------|
| Monthly in arrears | <input type="checkbox"/> | Quarterly in advance | <input type="checkbox"/> | Half-yearly in advance | <input type="checkbox"/> | Yearly in advance | <input type="checkbox"/> |
|--------------------|--------------------------|----------------------|--------------------------|------------------------|--------------------------|-------------------|--------------------------|

Do you want to specify an income tax rate?

Yes No

A tax directive is required if the tax rate specified is lower than that calculated from the income tax tables. The directive is valid for the period stated on it. The specified rate will be reviewed on an annual basis

Investment Portfolio(s) from which to deduct income (please tick one):

| | | | |
|---------------------------------|--------------------------|--|--------------------------|
| Withdraw income proportionately | <input type="checkbox"/> | Withdraw from the investment portfolio(s) selected below | <input type="checkbox"/> |
|---------------------------------|--------------------------|--|--------------------------|

| Investment Portfolio | Fee Class | Amount | Percentage |
|----------------------|-----------|--------|------------|
| | | | % |
| | | | % |
| | | | % |
| | | | % |

- Your chosen income percentage in terms of current legislation must fall between 2.5% minimum and 17.5% maximum per annum of your capital value. Should your chosen income fall outside this range, the limits will be applied.
- For monthly income your fully completed application together with proof of deposit must reach our offices 7 business days prior to the 25th in order to receive an income payment in the same month.
- The Rand value of income paid will remain constant throughout the year, notwithstanding fluctuations in the value of your policy.
- Specified income increases will become effective from your policy anniversary date.
- The amount or percentage of income drawn can be amended only once a year at the anniversary of the policy.
- Unless a tax directive from SARS is attached, the minimum tax according to PAYE will be deducted on income payments.

Beneficiary Nominations

- Nomination of a beneficiary will not be accepted if no ID number has been provided.
- If no beneficiary is nominated, the proceeds may be payable to your estate.
- Any benefits due on death will be dealt with according to any applicable laws governing the payment of such benefits.
- The beneficiary nominations contained in this application form supersede any other beneficiary nominations contained in the investor's will.
- If there are more than 2 (two) beneficiaries, please attach a signed copy of this section to the application form.
- The signature of the investor's spouse is required if the investor is married in community of property and nominates a beneficiary other than the investor's spouse.
- An investor may nominate alternate beneficiary/ies if the primary beneficiary/ies have predeceased the investor,

I hereby agree to the nominations below.

Full Name of Spouse _____ **Signature of Spouse:** _____

Primary Beneficiary

Surname: _____

First Names: _____

ID no: _____

Relationship: _____

Share %: _____

Contact Details: _____

Primary Beneficiary

Surname: _____

First Names: _____

ID no: _____

Relationship: _____

Share %: _____

Contact Details: _____

Alternate Beneficiary

Surname: _____

First Names: _____

ID no: _____

Relationship: _____

Share %: _____

Contact Details: _____

Alternate Beneficiary

Surname: _____

First Names: _____

ID no: _____

Relationship: _____

Share %: _____

Contact Details: _____

Financial Advisor Details (if applicable)

Name of Financial Advisor _____

Name of Financial Services Provider (FSP) _____

License Number (authority granted in terms of the Financial Advisory and Intermediary Services Act, No. 37 of 2002) _____

Financial Services Provider code (to be obtained from the company) _____

Licence Category: Category I Category II Category IIA

VAT vendor status: Registered Not Registered VAT Number _____

I, the appointed Financial Advisor for this investment application declare that:

1. I am licensed to render services in respect of this product.
2. I have made the disclosures required in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS) and subordinate legislation thereto, to the investor/s.
3. I have fully explained the meaning and implications of replacement (if applicable) to the investor/s and that I am fully aware of the possible detrimental consequences of replacement.
4. I have established and verified the identity of the investor/s (and persons acting on behalf of the investor) in accordance with the Financial Intelligence Centre Act 38 of 2001 (FICA) and the regulations thereto, and I will keep records of such identification and verification according to the provisions of FICA.
5. I have explained all fees that relate to this investment to the investor/s and I understand and accept that the investor/s may withdraw his / her authority for payment to me in writing and inform Multilect.
6. My personal information may be used by Multilect in the normal course of business to provide the products and services and Multilect may retain 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. Multilect will disclose or report personal information if and when required to do so by law or any regulatory authority, and to our employees, or agents who require such information to carry out their duties.

Signature of Financial Advisor _____ Date _____

Percentage ongoing commission payable to Financial Advisor _____ % Percentage initial commission fee payable to Financial Advisor _____ %

Signed at _____ Date _____

Full Name of Signatory _____ Signature _____

Authorisation and Declaration

1. I have read and fully understood all the pages of this application and agree to the Terms and Conditions of this this investment into the Living Annuity Policy, and I understand that this application and any further documents read with the Policy document constitutes the entire agreement between Multilect 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 declare that the origin of the Investment Amount is an approved retirement fund or another living annuity policy. I warrant that the rules of the transferring fund allow me to purchase an annuity in my own name and for my benefit and that the benefits offered in terms of this product coincide with the benefits in terms of my transferring fund.
4. I understand that I cannot withdraw from the Policy and I cannot apply for a loan or use my interest in the Policy as collateral security for a loan
5. I authorise Multilect to change my income level, if necessary, in order to meet the requirements of the relevant tax authorities.
6. I authorise Multilect to deduct any electronic collections, pay any applicable taxes and also to pay all fees
7. I declare that I am aware that neither the amount of the annuity nor the capital value of the Multilect Living Annuity is guaranteed. I declare that I am aware that this investment is subject to market risk and the value thereof will fluctuate with the market.
8. I understand and agree that no part of the services provided by Multilect constitutes a solicitation, recommendation, guidance or proposal, nor does it constitute financial, tax, legal, investment or other advice. I warrant to Multilect 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 judgment and upon advice from such advisors as I may deem necessary. I warrant that I am not relying on any communication from Multilect, 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 Multilect any assurance or guarantee as to the expected results of the investment.
9. I understand that Multilect will accept instructions from my Financial Service Provider (FSP) only if duly appointed and authorised in writing by me. Multilect will not be held liable for any losses that may result from unauthorised instructions given to Multilect by my FSP.
10. I hereby authorise Multilect to furnish written reports to my duly appointed Financial Services Provider, if applicable.
11. If I have appointed a Financial Advisor I authorise the payment of the negotiated fees to be paid to my Financial Advisor. This authority to pay fees may be withdrawn by written notice to Multilect.
12. I authorise Multilect to accept and act upon instructions by facsimile or e-mail and hereby waive any claim that I have against Multilect and indemnify Multilect against any loss incurred as a result of Multilect receiving and acting on such communication or instruction.
13. I agree that Multilect shall pay amounts to my dependants and/or beneficiaries upon my death in accordance with my beneficiary nominations in this application form, and I authorise Multilect to do so.
14. Any personal information may be used by Multilect in the normal course of business to provide the products and services and Multilect may retain 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. Multilect will disclose or report personal information if and when required to do so by law or any regulatory authority, and to our employees (if relevant), or agents who require such information to carry out their duties.

Signed at _____ Date _____

Full Name of Signatory _____ Capacity _____

Signature of Investor/Legal Guardian _____

Signature of investor's authorised representative* (if applicable) _____

* If signing on behalf of the investor please provide proof of authority and supporting verifying documentation

To be retained by Investor

Terms and Conditions

General

1. The **Multilect Living Annuity ("the Policy")** is underwritten by Guardrisk Life Limited Reg. No. 1999/013922/06 ("Guardrisk") and is an approved vehicle for the payment of living annuities. Guardrisk Life Limited is a registered financial services provider. Multilect Administration (Pty) Ltd, Reg. No. 1967/013207/07 is responsible for the administration of this investment on behalf of Guardrisk Life.
2. This application together the Policy document, will govern the legal relationship between the investor and Multilect. It is Multilect's sole discretion to accept or reject the investor's application form.
3. Once the investor's application is accepted, Multilect will provide the investor with a Policy Document confirming the investment and summarising the terms and conditions of the Policy. Where the application form has been accepted with the supporting documentation and a contribution has been received in the bank account of the Policy with proof of deposit ("receipt") before the 15th of the month, the first annuity payment will be made in that month. Where receipt is on or after the 15th of the month, the first annuity payment will be made during the following month. If the 15th of the month is not a business day, the first business day preceding the 15th will be used as the cut-off day.
4. Investments into the underlying Investment Options will be made within 1 business day of acceptance of the application, subject to any delays caused by any third party or any other occurrences beyond the control of Multilect.
5. The investor is obliged to draw an income. Income will be generated by the repurchasing of the underlying Investment Options.
6. The amount of the income is not guaranteed and is calculated as a percentage of the value of the investment. The income will be reviewed annually on the Policy anniversary in accordance with the regulations pertaining to living annuities.
7. The income paid to the investor is subject to payment of Income Tax. Multilect will deduct tax from the regular income payments and pay it over to the South African Revenue Service. Multilect will calculate the applicable income tax rate on the assumption that this income is the investor's sole taxable income. A different tax rate will only be applied if the investor provides Multilect with a tax directive rate. Current legislation excludes a capital gain in the underlying portfolios from Capital Gains Tax.
8. Multilect is entitled to change any of the underlying Investment Options offered by it, at its discretion. In the event that Multilect removes an underlying Investment Option, the investor will be given written notice (to the last known address), and requested to provide Multilect with a switch instruction (detailing which alternative portfolio has been selected). In the absence of any signed instruction, Multilect will affect a switch to the Multilect Money Market Fund.
9. The Policy may be transferred from one insurer to another. The Policy may be converted to a conventional annuity if transferred to another insurer and this option may not be reversed.
10. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on behalf of the investor, are the investor's own responsibility.
11. The investor has 14 days after receipt of the investment confirmation within which to report any errors to Multilect.
12. No indulgence granted by Multilect shall affect or prejudice the rights of Multilect, nor shall it be regarded as a waiver of Multilect's rights.

Applicable if appointing a Financial Advisor/FSP

1. The company will only accept applications, submitted on behalf of investors, from FSP's who have been granted a licence by the Financial Services Board.
2. Guardrisk and Multilect cannot be held responsible or liable for loss or damage suffered by the investor as a result of the FSP acting outside his / her licence parameters or because of delays in the processing or rejection of this application form, caused by the fact that the investor's FSP is not authorised as a Financial Services Provider or is not approved by Multilect/Guardrisk.
3. The FSP is responsible for ensuring that the investor receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of Multilect/Guardrisk.

Instructions

1. Only signed written instructions (faxed copies included) from the policyholder or the FSP will be acted upon.
2. Multilect/Guardrisk will not proceed with any transaction if there is any doubt as to the validity of any signatures/information or if it deems the instruction to be incomplete in any way and Multilect/Guardrisk cannot be held liable for any resultant losses as a result thereof.

Reporting

Statements and any other relevant documentation shall be e-mailed or posted to the investor or the FSP twice a year as at 30 June and 31 December, or at the investor's request. The investor may also apply for a personal electronic login for to view the investment.

Fees

1. The annual management fee that apply to the Policy are
 - Annual fund administration fee of 0,6% of the asset value plus VAT on all portfolios.
 - Where the total investment exceeds R5million, the annual administration fee is reduced to 0.35% plus VAT.
 - Where the total investment exceeds R10million, the annual administration fee is reduced to 0.25% plus VAT.
2. 0.15% plus VAT of the asset value of the portfolio is payable to Guardrisk Life, and is included in the fees above. The fees also include legislative charges.
3. Multilect does not charge an initial fee.
4. You may negotiate an initial advisor fee, subject to the relevant maximum to be paid to your financial advisor before your first contribution is invested.
5. The annual management fee is the fee you pay to Multilect for managing the portfolios. You also may incur an asset manager fee in terms of your negotiation with the appointed asset manager.
6. Multilect may pay an annual advisor fee to your financial advisor out of the annual management fee of Multilect. This is set and taken into account when the price of the portfolio is calculated (i.e. part of the standard expense of the portfolio); you cannot negotiate this fee percentage.
7. You may negotiate an additional annual advisor fee to be paid to your financial advisor. Units will need to be cancelled to pay your advisor this fee.
8. Your fees may be amended by Multilect / Guard risk from time to time, and in such event, a notification will be sent to the investor.

Risk Warning

- Collective Investment Schemes in Securities (CIS) should be considered as medium to long-term investments. The value may go up as well as down and past performance is not necessarily a guide to future performance. CIS are traded at the ruling price and can engage scrip lending and borrowing up to 10% of the market value of the portfolio to bridge insufficient liquidity. A schedule of fees, charges and maximum commissions is available on request from Multilect/ Guardrisk Management Company Ltd. Commission and incentives may be paid and if so, would be included in the overall costs. Different classes of units may apply in a portfolio and are subject to different fees and charges. A fund of funds is a portfolio that invests in portfolios of collective investment schemes, which levy their own charges, which could result in a higher fee structure for these portfolios. A Feeder Fund is a portfolio that, apart from assets in liquid form, consists solely of participatory interests in a single portfolio of a collective investment scheme. A unit trust fund may be capped at any time in order for it to be managed in terms of its mandate. Forward pricing is used. Fluctuations or movements in exchange rates may cause the value of any underlying international investments to go up and down. CIS prices are calculated on a net asset basis, which is the total value of all the assets in the portfolio including any income accruals and less any permissible deductions (Brokerage, STT, VAT, Auditor's fees, Bank Charges, Trustee and Custodian fees and the Annual Management fee) from the portfolio divided by the number of participatory interests (units) in issue. The Fund's Total Expense Ratio (TER) reflects the percentage of the average Net Asset Value of the portfolio that was incurred as charges, levies and fees related to the management of the portfolio. A higher TER does not necessarily imply a poor return, nor does a low TER imply a good return. The current TER cannot be regarded as an indication of future TER's. During the phase in period TER's do not include information gathered over a full year. The investor acknowledges the inherent risk associated with the selected investments and that there are no guarantees. The investor furthermore agrees that Multilect/Guardrisk will not be liable for the consequences of market influences and consequent changes in unit prices.
- Multilect/Guardrisk shall not be held responsible for any loss, consequential or otherwise, arising from changes in tax or other legislation that may have an impact on the performance of this investment.
- A living annuity allows you to set your income level subject to constraints imposed by the authorities from time to time and allows you to select a wide range of investments in respect of the capital that will generate the annuity. The level of income you select is not guaranteed for the rest of your life. The level of income you select may be too high and may not be sustainable if:
 - you live longer than expected with the result that the capital is significantly depleted before your death; or
 - the return on the capital is lower than that required to provide a sustainable income for life.

It is your responsibility (in consultation with your financial advisor) to ensure that the income that you select is at a level that would be sustainable for the rest of your life. You need to carefully manage your income drawdown relative to the investment return on the capital in order to achieve this. The table below can be used as a guide.

Years before your income will start to reduce:

| Investment Return per Annum (before inflation & after all fees) | | | | | | |
|--|--------|-------|-------|-------|--------|--------|
| Annual Income Rate selected at inception | | 2.50% | 5.00% | 7.50% | 10.00% | 12.50% |
| | 2.50% | 21 | 30 | 50+ | 50+ | 50+ |
| | 5.00% | 11 | 14 | 19 | 33 | 50+ |
| | 7.50% | 6 | 8 | 10 | 13 | 22 |
| | 10.00% | 4 | 5 | 6 | 7 | 9 |
| | 12.50% | 2 | 3 | 3 | 4 | 5 |
| | 15.00% | 1 | 1 | 2 | 2 | 2 |
| | 17.50% | 1 | 1 | 1 | 1 | 1 |

It is important to note that the table above assumes that you will adjust your percentage income selected over time to maintain the same amount of real income (i.e. allowing for inflation of 6% per annum). Once the number of years in the table above has been reached, your income will diminish rapidly in the subsequent years.

Please ensure that your financial advisor has explained both the advantages and the risks of the living annuity and compared these against conventional annuities (where the insurer carries the full investment risk and the risk of you living longer than expected). The table is a general guideline and should be considered taking into account each annuitant's financial situation and all other sources of income. It is an indicative guideline only, to assist you in making informed decisions in respect of your annuity.

The FSCA (Financial Services Conduct Authority) determined the maximum drawdown rates by age band and gender, since these relate to limits to preserve sustainability, which depends on longevity.

| Age | Males | Females |
|-----|-------|---------|
| 55 | 4.5% | 4.0% |
| 60 | 5.0% | 4.5% |
| 65 | 5.5% | 5.0% |
| 70 | 5.5% | 5.0% |
| 75 | 6.0% | 5.5% |
| 80 | 7.0% | 6.0% |
| 85 | 8.0% | 7.0% |

- It is important to note that investments held in your living annuity are made up of various types of assets classes such as equities, bonds, property or cash. These underlying assets have different levels of risks and returns associated with them. You and your financial adviser are therefore reminded to carefully consider the overall composition of your living annuity in terms of the exposure to these various asset classes. Too high a proportion of risky assets means there is a greater risk of losing capital while too low a proportion of risky assets means there is a risk that investment returns may be too low to sustain your income. Although there are no specific limits prescribed for living annuity investments, there are for preretirement investments done through any approved retirement fund. In order to protect a member's retirement savings, the Pension Funds Act regulates the maximum limits to the different asset classes that a retirement fund may expose itself to. These limits are there to give guidance to what may be considered prudent investment limitations. As a way to provide similar guidance to those with living annuities, it may therefore be useful to refer to these guidelines to assess the overall asset composition of your living annuity. However this should never be seen as a substitute for obtaining professional advice and does not take your specific personal circumstances into account.

Broadly speaking the maximum exposure that retirement funds may have to the various asset classes are as follows:

- 75% to equity investments
- 50% to non-government debt instruments
- 25% to offshore investments
- 25% to property investments
- 15% to hedge funds, private equity funds and any other asset not specifically mentioned aggregated together

10% to commodities like gold

This regulated exposure will apply while you are saving up to your retirement through an approved retirement fund. After retirement, when you are normally dependent on receiving a regular and stable income, a more conservative approach to asset selection may be desirable. As a result, should your asset composition on your living annuity exceed these limits, you are encouraged to review your living annuity investment strategy, as your capital within your living annuity may be exposed to undue risk.

Contact Multilect

Multilect Administrators (Pty) Ltd
FSP Number: 45364

191 Jan Smuts Street
4th Floor, Rosebank Corner
Parkton North
2196

P O Box 359
Saxonwold
2132

admin@multilect.co.za
www.multilect.co.za
Tel: 011 274 6160

Compliance Department

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from Multilect. A complaint must be submitted to the Compliance Officer. The contact address of the Compliance Officer is the same as the address above. Multilect will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof.

Complaints

If an investor is not satisfied with the response from Multilect or if an investor has a complaint about the advice given by the Financial Advisor, he/she has the right to address his/her complaint in writing to the Ombud for Financial Services Providers at the address below. The Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

P O Box 74571
Lynnwood Ridge
0040

Tel: +27 12 470 9080
Fax: +27 12 348 3447
Email: info@faisombud.co.za

FICA Requirements

In terms of the Financial Intelligence Centre Act, 2001 ("FICA") Multilect requires a copy of each of the following documents:

An "ID document" means a document containing a photo, full names, date of birth and ID number, a passport containing or a valid driver's licence.

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

- 1. South African Citizens and Residents or Foreign Nationals (Natural Person)**
 - ID document, drivers licence or a passport.
 - Proof of address.
 - Proof of income tax number
- 2. Third Party Representing another Individual/Power of Attorney (Natural Person)**
 - ID document in respect of both parties.
 - Proof of address.
 - Proof of authority to act e.g. power of attorney, mandate, resolution or court order.