

FUND LINKED NOTE ADMINISTRATOR TERMS & CONDITIONS

These terms and conditions apply to investments made into a Fund Linked Note

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1 Definitions

The following terms have the meanings given to them below:

"Administrator" means Automated Outsourcing Services (Pty) Ltd trading as Itransact with company registration number 1997/013802/07 and financial services conduct authority number 650;

"Additional Investment Form" means the form to be completed and signed by an investor who wishes to invest an additional lumpsum into the Fund Linked Note.

"Administrator's CSDP Transfer Form" means the written instruction authorising the transfer of Fund Linked Notes from one CSDP to another;

"Application Forms" means the Administrators Fund Linked Note application forms of which these terms and conditions are a part.

"Business Day" means any calendar day which is not a Saturday, Sunday or official public holiday in South Africa;

"Cash Fund" means the bank account held in the name of a Nominee Company through which transactions in Fund Linked Notes in relation to the Product are settled;

"FAIS" means the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended or replaced from time to time;

"FICA" means the Financial Intelligence Centre Amendment Act, No. 1 of 2017, as amended or replaced from time to time;

"FSP" means the Financial Services Provider as defined in FAIS and in this particular instance the Financial Services Provider whose details are set out in Section 8 of this Application Form;

"Financial Advisor" means the Financial Advisor whose details are set out in the Administrators Application Form.

"Fund Linked Note" means an issued Note where the performance is linked to the performance of certain underlying Reference Assets (Performance and Protection Assets). The Notes are bought and administered for and on behalf of Investors by duly authorised Financial Service Providers, utilising the Absa Platform. The Notes provide the Investor with economic exposure to the Reference Assets, and the Absa Platform enables the Financial Services Provider for and on behalf of the relevant Investor, subject to the permissions and parameters applicable to the Notes on the Absa Platform, at any time prior to redemption from the Note, to, inter alia: add and remove Performance Assets; a) partially or fully redeem the Note; b) make an Additional Investment in to the Note; c) obtain or remove Leverage in respect of economic exposure to some or all of the Performance Assets; d) obtain or remove Protection in respect of the value of some or all of the Performance Assets; e) risk manage the Investor's economic exposure to the Reference Assets; and f) effect Volatility Controls with the rebalancing of the Reference Assets for Leverage or for controlling the volatility of the Performance Assets.

"Investment Amount" means the amount specified in the Administrators Application Form payable by the Investor to the Administrator in respect of the Product;

"Investor" means an investor in whose name the Administrator has opened an account in relation to the Product, in accordance with these terms and conditions and includes a natural person, a legal person, the trustee(s) of a trust and a partnership;

"New Business Application Form" means the form to be completed and signed by a new investor who wishes to invest into the Fund Linked Note.

"Nominee Company" means Investors Independent Nominee (Pty) Ltd, a wholly owned subsidiary of the Administrator that holds and registers Fund Linked Notes on behalf of the beneficial owners of such Fund Linked Notes;

"POCA" means the Prevention of Organised Crime Act, 121 of 1998, as amended;

"POCDATARA" means the Protection of Constitutional Democracy against Terrorist and Related Activities Act, 33 of 2004, as amended;

"Product" means the Fund Linked Note made available to the Investor in terms of the Product (s) selected in the Administrators Application Form;

"Product Provider" means an authorised entity who distributes the Product through the Administrator.

"Withdrawal Form" means the form to be completed and signed and delivered or submitted to the Administrator in terms whereof the Investor requests the Administrator to partially or fully redeem a Fund Linked Note.

2 Investing in the Product

General conditions that apply to making investments in the Product;

- 2.1 This application for investment will not be accepted until all the details and documentation requested in this Application Form have been supplied to the Administrator, any outstanding requirements in terms of this application and in terms of any law have been met to the Administrator's satisfaction and in the case of a lump sum investment, the full amount to be invested has been received in the specified bank account.
- 2.2 The Administrator reserves the right, in its sole discretion, to decline an application for investment.
- 2.3 The Administrator will advise an applicant, using the contact details provided in the Application Form, that an Application Form has been received and if there is any outstanding information and/or documentation. Once the application has been accepted, the Administrator will open an account in the name of the Investor and funds received will be invested in accordance with these terms and conditions of the Product. The Administrator will inform the Investor, within 7 days, of the Investor's account number and will provide details of the Fund Linked Notes purchased.
- 2.4 Investments in the Product are subject to such minimum investment amounts as determined by the Administrator from time to time.
- 2.5 The cut-off times and timing standards applicable to investments in the Product are set out in the Application Form.
- 2.6 All investments made pursuant to this application will be subject to the rules and/or terms and conditions that govern the investment in question, as determined from time to time by law and/or by the Product Provider. The Investor represents that they have obtained such rules and/or terms and conditions from the Product Provider. The Investor represents that they have read and fully understood the relevant rules, terms and/or conditions.
- 2.7 Fund Linked Notes can be sub-divided, and a fraction of a Fund Linked Note can be purchased. However, where the Administrator is unable to acquire Fund Linked Notes to the value of the full amount invested, any cash balances will be held in the Cash Fund and interest, at the rate paid from time to time on the account, will accrue for the Investor's benefit on such balances.
- 2.8 The Administrator will arrange for the purchasing of individual Fund Linked Notes through the Product Provider selected by the Administrator from time to time for this purpose. In instances where Investors purchase identical Fund Linked Notes, all orders from Investors will be aggregated. The cost per Fund Linked Note to each Investor is that Investor's proportionate share of the total cost of acquiring the identical Fund Linked Notes purchased under the Product on the relevant Business Day, including all applicable fees and charges as set out in the Application Form.

3 The Financial Intelligence Centre Act

In terms of FICA, the Administrator and/or the intermediary through whom the Investor's investment has been made, is required to satisfy themselves of the identity of a client before entering a business relationship or concluding a single transaction with a client. To achieve this, the Investor will be required to provide certain information of a personal and financial nature. The FICA documentation required is detailed in the FICA Documentation Checklist appended to the Application Form and the Administrator may require the Investor to provide such additional information as may be required from time to time to satisfy the requirements of FICA and/or any internal rules or procedures that the Administrator may have in this regard.

4 Processing of Personal Information

You acknowledge that Itransact requires your personal information, as defined in the Protection of Personal Information Act of 2013 ('POPIA'), and consent to Itransact processing such information to open and administer your investment accounts. In addition, you expressly consent that Itransact may verify and process your personal information (including your voice and or biometric data) for security purposes and to comply with its obligations in terms of legislation. Itransact may transmit your personal information to third-party service providers for the purposes of storing and maintaining that information. Where information is transmitted to offshore providers, Itransact has confirmed that sufficient legislation and agreements are in place to ensure the protection of that information. Where directed by your financial adviser, Itransact will transmit your information to third-party service providers.

We will only use personal information about you, your beneficiaries and dependants in line with the Itransact Privacy Policy.

Please refer to the Privacy Policy on the website for information about your rights and obligation in relation to your personal information

5 Interest on New Investments and Disposals

No interest accrued in respect of the Investment Amount(s) (if any) shall be payable by the Administrator to the Investor until all required completed and signed documents (including the relevant due diligence) have been received by the Administrator prior to the stipulated cut-off date and time, and the investment instructions have been processed within the turnaround time as stipulated on the Application Form. However, after the above requirements have been met, the Administrator will pay the interest earned in the bank account (if any) of the Nominee Company to the Investor. This interest (if any) payable will be capitalised and added to the Investment Amount for investment in the Product.

6 Reporting To Investors

- 6.1 The Administrator will provide the Financial Advisor and the Investor with all the relevant Plan Account details.
- 6.2 The Administrator will send quarterly statements to the Financial Advisor and the Investor. The investor has given consent to the Administrator to provide their appointed Financial Advisor with such reports on their behalf. The investor may consent in writing to the Administrator or their appointed Financial Advisor, to not receive the reports because the appointed Financial Advisor or the investor is able to access the information continuously as made available by the administrator through other means such as the internet and email.
- 6.3 The Financial Advisor or an Investor may request a statement from the Administrator at any time, by written or telephonic request.
- 6.4 Should the Administrator not receive any notification within 30 (thirty) days of the statement having been sent out to the Financial Advisor and the Investor, that the statement contains errors, or is not a true reflection of the Investor's investment, the Administrator shall be entitled to regard the statement as being correct in every way.
- 6.5 The Administrator will provide the Investor annually with tax certificates detailing any taxable income or capital gains accruing to the Investor in a financial year.

7 Sale of Fund Linked Notes

Subject to the conditions and restrictions described in these terms and conditions and the Product Providers terms and conditions, the Administrator will procure the sale of all or part of any holding of Fund Linked Notes within the Product upon receiving a written and signed instruction to do so from the Investor, on a Withdrawal Form.

- 7.1 The Administrator will not procure the sale of Fund Linked Notes which have a market value of less than an amount which is determined by the Administrator from time to time and reflected on the Withdrawal Form, unless all Fund Linked Notes held by the Investor under the Product are being redeemed.
- 7.2 The Administrator cannot arrange for the sale of any Fund Linked Notes held outside the Product.

- 7.3 The Administrator will procure the sale of all the Fund Linked Notes for which sale instructions have been received from an Investor, through the Product Provider selected by the Administrator from time to time for this purpose. Prices cannot be guaranteed or determined in advance and no price limits on orders can be accepted. The proceeds of sale due to each Investor for when individual Fund Linked Notes are sold will be the total proceeds realised on that Business Day less the applicable fees and charges set out in the Application Form. In Instances where Identical Fund Linked Notes are sold by Investors, will be his or her proportionate share of the total proceeds realised from the sale of identical Fund Linked Notes on that Business Day, less the applicable fees and charges as set out in the Application Form.
- 7.4 No payment will be made into a third party's bank account or into a foreign bank account under any circumstances.
- 7.5 If the market value of the Fund Linked Notes held under the Product falls below an amount determined by the Administrator from time to time because of the sale of Fund Linked Notes, a full redemption of all Fund Linked Notes held under the Product will automatically be processed.

8 Transfer of Fund Linked Notes out of the Administrator

Fund Linked Notes may be transferred out of the Administrator to another registered custodian, CIS MANCO, or a stock broking custody account. To do this, a written and signed instruction on the Administrator's CSDP Transfer Form must be provided to the Administrator and a transfer out fee (see the Application Form) must be paid.

9 Cession of Fund Linked Notes

Outright cession/transfer of ownership;

- 9.1 The Investor may not transfer the beneficial ownership of the Fund Linked Notes held for his/her benefit to another person (who will then become an Investor, if he/she is not already an Investor)
- 9.2 Fund Linked Note cessions to third parties are not permitted except to the Product Provider. Any cession of the Investor's rights must be in writing and signed by the Investor. The Administrator will only note the cession in its records and not become a party to the agreement. The Administrator will note the cession on receipt of written notification of the cession from the Investor together with such additional information as the Administrator may require. The Administrator will not be held liable should the ceded asset be inadvertently sold, and the funds paid to the cedent.

10 Fees and Charges

- 10.1 The fees and charges specified in the Application Form are charged by the Administrator and other parties involved in the transaction.
- 10.2 The fees charged by the Administrator may be varied, on three months' prior written notice to the Investor. The Administrator will notify the Investor of changes to any fees or charges charged by other parties.
- 10.3 Where the Investor has appointed a FSP for the purposes of the Product, the Financial Advisor fees specified in the Application Form, will only be paid out once the amount owing exceeds such minimum amount as the Administrator may determine from time to time. The annual fee shall be calculated as a percentage of the daily market value of each Fund Linked Note held by the Investor under the Product.
- 10.4 The annual platform fee, as specified in the Application Form, shall be calculated as a percentage of the daily market value of each Fund Linked Note held by the Investor under the Product Should the Investor wish to withdraw his/her investment from the Product, either through the sale or transfer of Fund Linked Notes, the Administrator will recover the pro rata portion of the annual administration fee due. This will be done before the Fund Linked Notes are transferred or before the realisation proceeds are paid out.
- 10.5 In the event of an Investor transferring Fund Linked Notes held under the Product out of the Product, a transfer out fee as set out in the Application Form will be charged per Fund Linked Note. This fee is due and payable to the Administrator upon instruction for the transfer.
- 10.6 The Administrator reserves the right to pass on or charge the Investor with, any duty or tax payable on or in respect of transfers into or out of the Product where there is a change of beneficial ownership.

11 Termination of Participation by the Investor

Should the Investor wish to redeem his or her investment in the Product it shall, subject to the redemption provisions within the offering documentation of the Product, deliver or submit a completed and signed Withdrawal Form containing such request to the Administrator within the specified time periods. If the Investor redeems the investment in the Product, the Investor may receive back an amount, which is less than the initial Investment amount.

12 Death of an Investor

On the death of an Investor, the Fund Linked Notes will form part of the Investor's deceased estate. No beneficiary nominations may be made. On receipt of notice of death of the Investor, the Administrator will only act on instructions from the executor of the deceased estate, as appointed by the Master of the High Court and will only do so once it has been provided with certified copies of the Investor's death certificate and the Letters of Executorship, together with any other information or documents that the Administrator may require.

13 Termination of the Product by the Administrator, Change of Administrator and Alterations to the Product

- 13.1 The Administrator may terminate the Product by giving at least three months' prior written notice to all Investors. At the end of the period of notice, the Administrator will close all accounts and transfer the respective Fund Linked Notes to the Investor's custodian account free of charge, where such custodian has been nominated by an Investor. Where no custodian has been nominated, the Fund Linked Notes will continue to be held by the Nominee Company. All cash balances attributable to an Investor will be paid to the Investor. If payments continue to be made to the Administrator after the termination date, the Administrator will hold such payments on account until instructions are received from the Investor.
- 13.2 The Administrator may amend the terms and conditions of the Product on three months' written notice to Investors; provided that this does not apply to fees and charges which are dealt with in the Application Form.
- 13.3 The Administrator may appoint another party to administer the Product in its place in which case all its rights and obligations under the Product will be ceded and assigned to such new Administrator, without obtaining the Investor's consent. Any such change will be communicated to Investors.

14 Risks And Responsibility

The Administrator is not able to give advice as to whether participation in the Product is suitable for any Investor. The Investor acknowledges that no reliance has been placed on advice given by the Administrator and that the Administrator acts solely as executor of all instructions given. The Administrator cannot be held liable for any loss that may be suffered by the Investor, except for loss which results directly from the Administrator's own negligence, fraud, or wilful misconduct. The Investor indemnifies the Administrator against any claims and/ or losses arising from the performance of the Administrator's functions in respect of the Product, unless such claim and/or loss is directly attributable to the Administrator's negligence, fraud, or wilful misconduct.

- 14.1 The Administrator shall under no circumstances whatsoever be liable for any indirect or consequential cost, damage, loss, or liability.
- 14.2 It is always the Investor's responsibility to ensure that any instruction and/or documentation sent to the Administrator is received by the Administrator.
- 14.3 If the Administrator can prove that it has sent any information or document to the Investor, using contact details provided by the Investor, the Administrator shall not be liable should such information or document not be received by the Investor.
- 14.4 The Investor acknowledges that the Administrator shall not be held liable for any loss that the Investor may suffer because of any act or omission of any third party which provides the Fund Linked Notes or is otherwise involved in the transactions that take place under the Product. The Investor specifically acknowledges that the Administrator does not control and cannot be held responsible for any time calculation standards, practices, and procedures of such third parties or their delaying any sale or their refusal to allow sales at a specific date or price.
- 14.5 The Administrator shall not be liable for any loss caused by a delay in executing any instruction or transaction where such delay results from a cause which is beyond the reasonable control of the Administrator.
- 14.6 The Administrator does not in any way guarantee the performance of the investments.
- 14.7 As with all investments, the market price of Fund Linked Notes will fluctuate according to market conditions, general sentiment, and other factors. The price at which Fund Linked Notes trade and the return derived from Fund Linked Notes may go up or down and the Investor has no guarantee that he/she will recoup the original amount invested. Past performance is no guarantee of future returns. The Investor should consult a professional advisor if he/she requires assistance or advice.

- 14.8 The value of investments in foreign currency may fluctuate materially due to changes in exchange rates.
- 14.9 The onus rests with the Investor to ensure that no legislation or law in the Investor's jurisdiction is contravened because of investing in the Product.

15 Taxation Consequences

- 15.1 Investors should seek their own professional tax advice. The Investor acknowledges that no advice has been received from and no representations have been made by the Administrator or the Product Provider in relation to the tax consequences of investing in the Fund Linked Notes held under the plan.
- 15.2 Neither the Administrator nor the Product Provider can be held responsible for any tax, duty or levy of whatever nature imposed by any local, provincial, national, or other authority which impacts on the Investor's investment in the Product and the Investor shall be liable to pay any such tax, duty or levy.

16 Electronic Instructions and Records

The Investor specifically agrees that the Administrator is entitled (subject to these terms and conditions) to act on all instructions and applications received via fax, e-mail or other electronic means made available by the Administrator which appear to emanate from the Investor or the Investor's duly authorised representative (including the Investor's FSP/representative). The Administrator shall not be liable for any losses suffered by the Investor or any other party because of the usage of the mode of communication selected by the Investor. In particular, the Administrator will not be liable for any losses that may result from fax or electronic transmission of instructions and/or applications. The Investor specifically indemnifies the Administrator against any losses, claims or damages which arise from the Administrator acting on such instructions and/or applications, notwithstanding that it may later be proved that any such instructions and/or applications were not provided by the Investor or the Investor's duly authorised representative. The Investor agrees that the electronic records of all instructions and applications, unless proven otherwise.

17 Financial Services Providers

Note: this clause will only apply where the Investor has chosen to invest in the Product using a FSP:

- 17.1 The Investor will, in respect of this application and all future dealings, until the Administrator is advised otherwise in writing, deal with the Administrator through the FSP whose details appear in this Application Form or the FSP's representative named in the Application Form. Such FSP or representative is appointed by the Investor to be the Investor's FSP for the purposes of effecting, maintaining, and servicing this investment.
- 17.2 The Investor acknowledges that the FSP or representative may be entitled to certain fees for services rendered to the Investor, as agreed to by the Investor and set out in the Application Form. The Investor authorises the Administrator to pay any such fees to the FSP/ representative from any amount held in the Cash Fund for the benefit of the Investor and/or by realising the Investor's Fund Linked Notes. The Administrator will only make payment of such fees once such fees are over such minimum amount as the Administrator may determine from time to time. If the Investor terminates his/her relationship with the FSP or representative through whom this application is submitted to the Administrator and intends continuing to deal with the Administrator through another FSP or representative that the Administrator has authorised to market its products, the Investor shall inform the Administrator of this fact in writing, who in turn will notify the terminated FSP and/or representative of this fact. The Administrator shall thereafter continue to pay any fees to the new FSP or representative, unless advised to the contrary by the Investor.
- 17.3 Should the Investor have entered into a discretionary mandate with a discretionary FSP, in terms of which the mandated party may exercise discretion on behalf of the Investor as to the selection of Fund Linked Notes to be invested in (see section 9 of the Application Form), then such mandate together with a certified copy of the relevant FSP license, must accompany the Application Form. The Administrator shall be entitled to assume that such mandate remains in force until written notice of cancellation of such mandate is provided to the Administrator. If such a mandate is in place, then the Administrator shall be entitled to accept instructions from the mandated discretionary FSP or its representative authorised to act on behalf of the Investor, to invest in Fund Linked Notes and to vary the selection of Fund Linked Notes.

18 Timing Standards Relating to Certain Transactions

The Administrator will use its best endeavours to ensure that any instructions received from the Investor or the Investor's authorised representative (including the Investor's FSP/representative) are carried out within a period reasonable to the nature of the instruction and in accordance with the Administrator's own timing standards set out below. There may, however, be circumstances beyond the Administrator's control which result in it not being able to adhere to its timing standards. In such circumstances the Administrator shall not be liable for any losses which may result from the failure to adhere to its timing standards.

18.1 Purchase of Fund Linked Notes

The Administrator will only purchase Fund Linked Notes on behalf of the Investor if the following conditions are met;

- a) a fully and correctly completed Application Form together with all supporting documentation is received and accepted by the Administrator;
- b) the investment amount reflects as cash in the Administrator's relevant bank account and;
- c) copy of the proof of deposit is provided to the Administrator.

If all the conditions are met on or before 11h00 South African time on any Business Day, such Application Form will be processed on the Administrator's system the same or the following Business Day. Note that electronic banking transactions via the internet may take up to 2 (two) Business Days to appear in the relevant bank account.

18.1.1 Additional Investments

Should the Investor wish to invest an additional lump sum in any product, the appropriate sections of the Additional Investment Application Form must be completed and proof of payment of funds (together with such other requirements as may be stipulated by the Administrator from time to time) must be provided to the Administrator.

Electronic Transfers: Electronic transfers may take up to two days to reflect in the Product bank account and will only be processed upon furnishing the Administrator with proof of deposit.

18.1.2 Sale of Fund Linked Notes

Subject to the conditions and restrictions described in these terms and conditions, the Administrator will procure the sale of all or part of any holding of Fund Linked Notes upon receiving a lawful instruction to do so from the Investor, on the Administrator's relevant instruction forms or systems.

The Administrator will procure the sale of all the Fund Linked Notes for which sale instructions have been received from an Investor, through the Product Provider selected by the Administrator from time for this purpose. Prices cannot be guaranteed or determined in advance and no price limits on orders can be accepted. The proceeds of sale due to each Investor for when individual Fund Linked Notes are sold will be the total proceeds realised on that Business Day less the applicable fees and charges set out in the Application Form. In Instances where Identical Fund Linked Notes on that Business Day, less the applicable fees and charges as set out in the Application Form.

No payment will be made into a third party's bank account or into a foreign bank account under any circumstances. Withdrawal Forms are available from the Administrator. Upon receipt of a request (written, faxed, emailed of telephonic) for a Withdrawal Form, the Administrator will send the Withdrawal Form to the FSP or the Investor (by mail-mail) within one Business Day of the request.

18.2 Investor Banking Detail

Should the Investor's banking details provided on the Withdrawal Form differ to the banking details recorded on theAccount, proof of bank details for the new account must be provided to the Administrator before the Administrator will commence with the process of early terminating the Investor's investment in the Product.

19 Product Provider Product Marketing Documentation and Additional Terms and Conditions

By signing the Administrators Application Form and Fund Linked Note Administrators Terms and Conditions, the Investors and their appointed Financial Advisor (where applicable) acknowledge that they have read and understood the Product marketing documentation and additional terms and conditions set out by the Product Provider from time to time and made available on the Administrators website comprising of;

- 19.1 Customised Notes Traded on the Absa Fund Linked Note Electronic Platform
- 19.2 Use of the Absa Fund Linked Note Electronic Platform
- 19.3 Customised Note Applicable Pricing Supplement

IMPORTANT DISCLOSURES

DISCLOSURES IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002

COMPANY INFORMATION

Registered Name Trading as Registration Number FSP License Number Compliance Officer Compliance Email Key Individuals Professional Indemnity and Fidelity Cover Automated Outsourcing Services (Pty) Ltd Itransact 1997/013802/07 650 Moonstone Compliance (Pty) Ltd compliance@itransact.co.za Mark Baisley, Mark Gill Old Mutual Insurance

PRODUCTS APPROVED

Category I (Intermediary Services)

Structured Deposits; Securities and Instruments; Participatory interest in a Hedge Fund; Long-Term Insurance subcategory C; Retails Pension Benefits; Shares; Money Market Instruments; Debentures and securitised debt; Bonds; Derivative Instruments; Participatory interest in a collective investment scheme; Long-term Deposits and Short-term Deposits.

Category III (Administrative FSP)

Structured Deposits; Securities and Instruments; Participatory interest in a Hedge Fund; Long-Term Insurance subcategory C; Retails Pension Benefits; Bonds; Shares; Money Market Instruments; Debentures and securitised debt; Derivative Instruments; Participatory interest in a collective investment scheme; Long-term Deposits and Short-term Deposits.

COMPLAINTS RESOLUTION POLICY

The Administrator is committed to comply with FAIS since the purpose of the act is to protect the investor. A complaints resolution system is in place, details of which you may obtain from the legal section on www.itransact.co.za or by contacting us.

CONFLICT OF INTEREST MANAGEMENT POLICY

A Conflict of Interest Policy has also been adopted. If you have any queries in this regard, please do not hesitate to contact us.

CONTACT DETAILS

Financial Advisor Support Centre Telephone 086 143 2383 | Email info@itransact.co.za

Investor Support Centre

Telephone 086 146 8383 | Email investor@itransact.co.za

www.itransact.co.za