

## **ITRANSACT PRESERVATION PENSION FUND**

### **RULES**

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**THE ITRANSACT PRESERVATION PENSION FUND**

**RESOLUTION**

Resolved by round robin resolution of the trustees of the ITRANSACT PRESERVATION PENSION FUND, ("the FUND"), that:

1. These are the RULES of the ITRANSACT PRESERVATION PENSION FUND, which will be effective from 1 April 2017.

2. The Actuary to the FUND shall be:

**Chanan Weiss**  
**(Arch Actuarial Consulting)**

3. The Auditors to the FUND shall be:

**Ramathe Chartered Accountants**

Certified that the above resolution has been adopted in accordance with the provisions of the rules of the FUND.

Dated at 15 Phillips Street, Randburg this 12 December 2017



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Chairperson



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Principal Officer



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Trustee

## **1. INTRODUCTION**

### **1.1. Name and effective date**

A FUND known as the ITRANSACT PRESERVATION PENSION FUND (hereinafter referred to as “the FUND”) was established with effect from 1 June 2016 by the SPONSOR on the one side and the TRUSTEES on the other side. These are the RULES of the FUND with effect from 1 April 2017.

### **1.2. Object**

The object of the FUND is to provide for the preservation of retirement benefits in respect of an employee’s cessation of membership of a PREVIOUS FUND as a result of withdrawal from service or with the winding up of such FUND; the preservation of a divorce pension interest that the MEMBER has transferred to the FUND in terms of section 37D of the ACT; for the preservation of any unclaimed benefits that have been transferred to the FUND in terms of the INCOME TAX ACT; and to provide MEMBERS with life ANNUITIES or FLEXIBLE ANNUITIES, and /or lump sum benefits as the INCOME TAX ACT may allow, upon their RETIREMENT DATE or to provide benefits or FLEXIBLE ANNUITIES to their DEPENDANTS and/or NOMINEES upon the death of such MEMBERS as provided for in the ACT and the INCOME TAX ACT.

### **1.3 Commencement Date**

1 June 2016

### **1.4. Legal status**

The FUND is a legal entity capable in law, in its own name, of suing and of being sued. The FUND is capable of doing all things that may be necessary for or incidental to the exercise of its powers or the performance of its functions in terms of the RULES.

The FUND is managed subject to the laws of South Africa.

**1.5. Registered office**

The Registered Office of the FUND is:

15 Philips Street

Randburg

2194

## 2. DEFINITIONS

- 2.1 In the RULES, unless it is inconsistent with the context or a contrary intention appears:
- 2.1.1. words and expressions defined in the ACT and not in the RULES will bear the meanings set out in the ACT;
  - 2.1.2. words and expressions reflecting one gender will include the other gender;
  - 2.1.3. words and expressions denoting the singular number will include the plural and vice versa;
  - 2.1.4. references to a natural person will include a juristic person and vice versa.
- 2.2. The headings are solely for ease of reference and must not be taken into account in the interpretation of the RULES.
- 2.3. The following words and expressions will bear the meanings set out below and cognate expressions will have corresponding meanings, namely:
- 2.4. “ACT” means the PENSION FUNDS ACT of 1956.
- 2.5. “ADJUDICATOR” means the Pension FUND Adjudicator appointed in terms of Section 30C (1) of the ACT.
- 2.6. “ADMINISTRATOR” means the person appointed by the BOARD to attend to the day to day administration of the FUND.
- 2.7. “ANNUITY” means a compulsory non-commutable ANNUITY issued in the name of a MEMBER or BENEFICIARY which is not capable of being transferred, assigned, reduced, hypothecated or attached by creditors as contemplated in Sections 37A and 37B of the ACT.
- 2.8. “APPROVED PRESERVATION PENSION FUND” means a PRESERVATION PENSION FUND as defined in the INCOME TAX ACT and registered in terms of the ACT.

- 2.9. "APPROVED PENSION FUND" means a pension FUND as defined in the INCOME TAX ACT and registered in terms of the ACT.
- 2.10. "APPROVED RETIREMENT ANNUITY FUND" means a retirement annuity FUND as defined in the INCOME TAX ACT and registered in terms of the ACT.
- 2.11. "AUDITOR" means the AUDITOR appointed in terms of these RULES who shall be engaged in public practice registered as an AUDITOR in terms of section 15 of the Public Accountants and Auditors Act, 1991 and approved by the REGISTRAR.
- 2.12. "BENEFICIARY" means a NOMINEE of a MEMBER or a DEPENDANT who is entitled to a benefit, as provided for in the RULES.
- 2.13. "BOARD" means the BOARD of the FUND constituted in terms of the RULES, also known as TRUSTEES.
- 2.14. "BOARD MEMBER" means a person who has been appointed to serve as a member of the BOARD in terms of RULE 11.
- 2.15. "COMPLAINANT" means:
- (a) any person who is or claims to be –
    - (i) a MEMBER or former MEMBER; or
    - (ii) a BENEFICIARY or former BENEFICIARY;
  - (b) any group of persons referred to in (a) above;
  - (c) any one or more of the TRUSTEES;
  - (d) any person who has an interest in a COMPLAINT;
- 2.16. "COMPLAINT" means a COMPLAINT of a COMPLAINANT relating to the administration of the FUND, the investment of its FUNDS or the interpretation and application of the RULES or such other matter as may be contemplated in the ACT.
- 2.17. "DEPENDANT" in relation to a MEMBER, shall mean:



- 2.17.1. a person in respect of whom the MEMBER is legally liable for maintenance;
- 2.17.2. a person in respect of whom the MEMBER is not legally liable for maintenance, if such person;
  - 2.17.2.1. was, in the opinion of the TRUSTEES, upon the death of the MEMBER in fact dependent on the MEMBER for maintenance;
  - 2.17.2.2. is the SPOUSE of the MEMBER;
  - 2.17.2.3. is a child of the MEMBER, including a posthumous child, an adopted child and a child born out of wedlock;
  - 2.17.2.4. a person in respect of whom the MEMBER would have become legally liable for maintenance, had the MEMBER not died.
- 2.18 “DEPUTY PRINCIPAL OFFICER” means the person appointed by the BOARD from time to time in accordance with the provisions of RULE 11 and section 8 of the ACT;
- 2.19 “EXPENSES” means costs related to the management and administration of the FUND, and may include but are not limited to: levies and fees payable to the Financial Services Board; the cost of audit and of actuarial investigations; fees and disbursements payable to any TRUSTEE, the SPONSOR, the PRINCIPAL OFFICER, the DEPUTY PRINCIPAL OFFICER or other service providers of the FUND; any loss suffered or expense incurred by the FUND which cannot be recovered from insurance effected by the BOARD or from the responsible party; taxes and any other costs regarded as falling within the definition of EXPENSES from time to time by the BOARD.
- 2.20. “FINANCIAL YEAR” shall mean the period from 1 March in one year to last day in February of the following year.
- 2.21. “FLEXIBLE ANNUITANT” shall mean:
  - 2.21.1 A retired MEMBER who has elected to receive a FLEXIBLE ANNUITY in terms of the provisions of RULE 6.2.4; or

2.21.2 A person who has elected to receive a FLEXIBLE ANNUITY in terms of the provisions of RULE 7.2.4 following the death of a MEMBER; or

2.21.3 A BENEFICIARY of a deceased FLEXIBLE ANNUITANT who has elected to receive a FLEXIBLE ANNUITY in terms of the provisions of RULE 8.9.3.1.

2.22. "FLEXIBLE ANNUITY" shall mean an annuity paid from a FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT in terms of the provisions of RULE 8.

2.23. "FLEXIBLE ANNUITY CAPITAL ACCOUNT" shall mean the account from which the FLEXIBLE ANNUITY is paid. The account has as its underlying investment the INVESTMENT PORTFOLIOS selected by the FLEXIBLE ANNUITANT, purchased with:

2.23.1. For each FLEXIBLE ANNUITANT who is a MEMBER of the FUND, the portion of the MEMBER INVESTMENT at retirement in terms of RULE 6.2.1; or

2.23.2. For each BENEFICIARY of a deceased FLEXIBLE ANNUITANT, the portion of the FLEXIBLE ANNUITY CAPITAL ACCOUNT of the deceased that has been allocated to the BENEFICIARY due to the death of the FLEXIBLE ANNUITANT.

The account is increased by positive investment returns (whether income or capital) and decreased by negative investment returns, taxation, EXPENSES and FLEXIBLE ANNUITY payments.

2.24. "FUND" shall mean the ITRANSACT PRESERVATION PENSION FUND.

2.25. "INCOME TAX ACT" shall mean the INCOME TAX ACT No.58 of 1962 as amended from time to time or any legislation enacted to replace such act.

2.26. "INDEPENDENT TRUSTEE" shall mean a TRUSTEE who complies with the requirements of an independent trustee as determined by the REGISTRAR and who is not:

- 2.26.1. an employee of the FUND, the ADMINISTRATOR or the SPONSOR;
  - 2.26.2. controlled by the FUND, the ADMINISTRATOR or the SPONSOR;
  - 2.26.3. in common control with the ADMINISTRATOR of the FUND and does not provide any other services to the FUND, the ADMINISTRATOR or the SPONSOR.
- 2.27. "INSURER" shall mean a life insurer registered to transact long-term insurance business in terms of the Long-Term Insurance Act, 1998, as amended from time to time or any legislation enacted to replace such act.
- 2.28. "INVESTMENT PORTFOLIO" means a portfolio consisting of SECURITIES and/or cash in which the MEMBER'S TRANSLOCATION BENEFITS may be invested, or which underlies a FLEXIBLE ANNUITY CAPITAL ACCOUNT.
- 2.29. "MEMBER" shall mean a person admitted as a MEMBER of the FUND in terms of these RULES, and who continues to be a MEMBER in terms of these RULES, and MEMBERSHIP has a corresponding meaning.
- 2.30. "MEMBER APPLICATION" means the written application of a MEMBER on the form determined from time to time by the BOARD, and completed in full, to participate in the FUND, which shall include details regarding the MEMBER'S TRANSLOCATION BENEFIT, the portfolio or portfolios selected by the MEMBER, any BENEFICIARY nomination, and any other information which may be required by the TRUSTEES, or the ADMINISTRATOR.
- 2.31. "MEMBER INVESTMENT" means the value of the INVESTMENT PORTFOLIO/S that has been purchased for a MEMBER by the monies that the MEMBER has transferred to the FUND. The MEMBER INVESTMENT is increased by net TRANSLOCATION BENEFITS (plus net interest where applicable) and positive investment returns (whether income or capital) and decreased by negative investment returns, taxation and EXPENSES (as provided for in the RULES);
- 2.32. "NOMINEE" means a person, other than a DEPENDANT of a MEMBER duly nominated by the MEMBER, in writing and submitted to the ADMINISTRATOR before the death of the MEMBER, to receive benefits on his death and whose nomination has not been retracted by the MEMBER.

- 2.33. "PREVIOUS FUND" means an APPROVED PENSION FUND of which the MEMBER ceased to be a member due to his resignation, dismissal or retrenchment from employment or due to the winding up of that APPROVED PENSION FUND or the transfer of his contract of employment to another employer as envisaged in section 197 of the Labour Relations Act, 1995;
- 2.34. "PRINCIPAL OFFICER" means the person appointed by the BOARD in terms of the RULES from time to time in accordance with Section 8 of the ACT.
- 2.35. "REGISTRAR" shall mean the REGISTRAR of Pension FUNDS appointed in terms of the ACT.
- 2.36. "RETIREMENT DATE" means the date, advised to the BOARD in writing by a MEMBER at which the MEMBER will become entitled to payment of the retirement benefit, which date may not be earlier than the date on which the MEMBER attains 55 years of age, or the date on which the MEMBER elects to retire due to ill-health.
- 2.37. "REVENUE SERVICE" means the Commissioner for the South African REVENUE SERVICE as defined in the INCOME TAX ACT, 1962 as amended from time to time or any legislation enacted to replace such act.
- 2.38. "RULES" shall mean the RULES as amended from time to time and as registered in terms of the ACT and approved for income tax purposes in accordance with the provisions of the INCOME TAX ACT, 1962 as amended from time to time or any legislation enacted to replace such act.
- 2.39. "SECURITIES" means the shares and other financial instruments which are listed on a stock exchange and held in the INVESTMENT PORTFOLIOS, including securities in exchange traded products.
- 2.40. "SPONSOR" is Automated Outsourcing Services (Pty) Ltd (Registration number: 1997/013802/07).
- 2.41. "SPOUSE" shall mean a person who is the permanent life partner or spouse or civil union partner of a MEMBER in accordance with the Marriage Act, No. 68 of 1961, the Recognition of Customary Marriages Act, No. 120 of 1998 or the Civil Union Act, No. 17 of 2006 or the tenets of a religion.
- 2.42. "TRANSLOCATION BENEFIT" means one or more of the following amounts:

- 2.42.1 An amount transferred to the FUND from a PREVIOUS FUND in respect of a MEMBER'S benefit on resignation, retrenchment, or dismissal; or winding-up benefits as a consequence of the winding up of the PREVIOUS FUND in terms of sections 28 or 29 of the ACT, including the benefit due as a result of a transfer of business from one employer to another in terms of section 197 of the Labour Relations Act, 1995; and/or
- 2.42.2 An amount transferred to the FUND from an APPROVED PENSION FUND or APPROVED PRESERVATION PENSION FUND or APPROVED RETIREMENT ANNUITY FUND in respect of a MEMBER, as the INCOME TAX ACT may allow, where the MEMBER became entitled to such amount pursuant to a divorce order and an election in terms of section 37D of the ACT as a result of his divorce from a member of such other FUND; and/or
- 2.42.3 An amount transferred to the FUND from an APPROVED PRESERVATION PENSION FUND of which the MEMBER was previously a member.
- 2.43 "TRUSTEES" shall mean the TRUSTEES of the FUND from time to time in terms of the RULES, also known as the BOARD.
- 2.44 "VALUATOR" means an actuary who has been admitted as a fellow member of the Actuarial Society of South Africa or any other institution approved by the Minister by notice in the Gazette, or any other person who, in the opinion of the REGISTRAR, has sufficient actuarial knowledge to perform the duties required of a VALUATOR in terms of the ACT.

### **3. MEMBERSHIP**

#### **3.1. MEMBER eligibility and admission**

3.1.1 The following persons may apply for MEMBERSHIP of the FUND:

3.1.1.1 A member of a PREVIOUS FUND who has elected, or is required in terms of the rules of the PREVIOUS FUND, to transfer his TRANSLOCATION BENEFIT to the FUND;

3.1.1.2 A member of an APPROVED PRESERVATION PENSION FUND who elected to transfer his TRANSLOCATION BENEFIT to the FUND;

3.1.1.3 A person in whose favour a divorce order was made, and who elected in terms of the ACT to transfer the divorce pension interest assigned to him to the FUND.

3.1.2 The BOARD or the ADMINISTRATOR (in the event that the BOARD has delegated this function to the ADMINISTRATOR), in its sole discretion, may approve such application.

3.1.3 A person becomes a MEMBER when his MEMBER APPLICATION properly completed and signed, together with all supporting documentation required by the ADMINISTRATOR, is accepted and his first CONTRIBUTION is received by the FUND and is reconciled to that person.

3.1.4 Each MEMBER will, following commencement of MEMBERSHIP, receive MEMBERSHIP information in the format and with such detail as determined by the BOARD.

3.1.5 The MEMBERSHIP of any MEMBER may be subject to such restrictions in respect of the benefits payable in terms of the RULES as the BOARD may determine as well as such restriction as may be imposed by legislation,

subordinate legislation or the rules of any retirement FUND established in terms of legislation.

### **3.2. Termination of MEMBERSHIP**

- 3.2.1 A MEMBER'S MEMBERSHIP of the FUND terminates in accordance with the provisions of these RULES. The date on which MEMBERSHIP terminates is determined with reference to the date of death of the MEMBER, or date of winding up of the FUND, or the date on which the MEMBER'S INVESTMENT or FLEXIBLE ANNUITY CAPITAL ACCOUNT of a MEMBER reduces to nil, or the last of the payment dates of monetary amounts or date of transfer of assets other than in cash in order to complete the payment of a benefit or transfer.
- 3.2.2 For the sake of clarity, MEMBERSHIP of the FUND is always voluntary and, from the aspect of the FUND, there is no impediment, whether by way of financial penalty or otherwise, to a MEMBER voluntarily terminating his MEMBERSHIP of the FUND. This is subject to any requirements in respect of an INVESTMENT PORTFOLIO chosen by a MEMBER, the ACT and the INCOME TAX ACT.

### **3.3. Provision of information**

- 3.3.1 When required by the BOARD, a MEMBER must produce satisfactory evidence of age in respect of himself as well as such information about himself and of his DEPENDANTS and NOMINEES as the BOARD may require for the purposes of the FUND.
- 3.3.2 If a MEMBER fails to comply with RULE 3.3.1 the BOARD may withhold payment of any benefit due to or in respect of him until the provisions are complied with.
- 3.3.3 The FUND is not liable for any loss sustained by a MEMBER or BENEFICIARY arising from any misstatements or errors or omissions in

any information supplied to the FUND by or in respect of that MEMBER or BENEFICIARY.



## **4. CONTRIBUTIONS TO THE FUND**

### **4.1 MEMBER contributions**

- 4.1.1. A MEMBER'S contribution/s to the FUND shall be by way of transfer of one or more TRANSLOCATION BENEFITS. A MEMBER may not contribute to the FUND in any other way.
- 4.1.2. The amount of each TRANSLOCATION BENEFIT shall be determined by the transferring FUND, provided that the BOARD may set a minimum contribution level from time to time.
- 4.1.3. Notwithstanding anything to the contrary in these RULES, the FUND may accept a TRANSLOCATION BENEFIT to the FUND in respect of the transfer of a MEMBER'S interest in a transferring FUND, as the INCOME TAX ACT may allow, by means of a transfer of assets other than in cash, subject to the requirements of the ACT and the REGISTRAR, the REVENUE SERVICE, the agreement of the ADMINISTRATOR and the FUND, the terms and conditions that the FUND, the transferring FUND and the ADMINISTRATOR may impose and subject to any fees and charges required by the FUND and/or any other party involved in such a transfer.
- 4.1.4. A TRANSLOCATION BENEFIT shall be paid or transferred directly to the FUND by the transferring FUND, to be applied by the ADMINISTRATOR in accordance with the MEMBER APPLICATION and RULE 5.1.
- 4.1.5. No TRANSLOCATION BENEFIT may be received by the FUND in respect of a MEMBER after the date that the FUND receives notification of his RETIREMENT DATE or the cessation of his MEMBERSHIP of the FUND.

### **4.2. Transfers from an APPROVED PRESERVATION PENSION FUND**

- 4.2.1. A MEMBER of the FUND may, subject to the provisions of section 14 of the ACT, transfer a benefit from another APPROVED PRESERVATION PENSION FUND to the FUND as a TRANSLOCATION BENEFIT.
  
- 4.2.2. If such a MEMBER has already been granted a lump sum benefit from the other APPROVED PRESERVATION PENSION FUND, the ADMINISTRATOR shall take reasonable steps to ensure that the records of the FUND reflect this and that such MEMBER is prohibited from receiving or becoming entitled to any benefit prior to retirement in respect of such TRANSLOCATION BENEFIT; provided that written notification from the board of management or administrator of the other APPROVED PRESERVATION PENSION FUND will be sufficient evidence of such earlier payment or otherwise.

## **5. FINANCIAL PROVISIONS**

### **5.1. Investments of the assets of the FUND**

- 5.1.1 The BOARD will make arrangements for the investment of each TRANSLOCATION BENEFIT (less EXPENSES) and any other assets of the FUND, provided that the TRANSLOCATION BENEFIT will initially be deposited into the bank account of the FUND. The FUND is entitled to delay the implementation of any investment instruction given by the MEMBER until such time as the FUND'S bank has confirmed that it has received payment of the TRANSLOCATION BENEFIT and the FUND is able to identify the MEMBER in respect of whom the deposit has been made. The FUND will endeavour to ensure that the investment of the TRANSLOCATION BENEFIT is in accordance with the MEMBER'S instructions, and takes place within a reasonable period after the deposit of the TRANSLOCATION BENEFIT into the bank account of the FUND.
- 5.1.2 Each MEMBER of the FUND shall select an INVESTMENT PORTFOLIO, limited to the portfolios selected by the BOARD, to which the TRANSLOCATION BENEFIT attributable to such MEMBER (and any investment earnings on that amount) will be allocated by the FUND or reallocated, as the case may be. The BOARD shall set out guidelines for when selection or re-selection of the INVESTMENT PORTFOLIOS may take place and shall communicate this to the MEMBERS. These guidelines will include requirements for the transfer of assets attributable to such MEMBER from one INVESTMENT PORTFOLIO to another. It is specifically recorded that each MEMBER accepts the entire responsibility for the selection of the INVESTMENT PORTFOLIO/S applicable to him and for the periodic review thereof. The BOARD carries no responsibility in respect of the selection made by a MEMBER.
- 5.1.3 Each FLEXIBLE ANNUITANT of the FUND shall select an INVESTMENT PORTFOLIO, limited to the portfolios selected by the BOARD, into which their FLEXIBLE ANNUITY CAPITAL ACCOUNT will

be invested. The selection of INVESTMENT PORTFOLIO'S will be decided upon by the BOARD from time to time and may be varied at any time by the BOARD without prior consultation with the FLEXIBLE ANNUITANTS. It is specifically recorded that each FLEXIBLE ANNUITANT accepts the entire responsibility for the selection of the INVESTMENT PORTFOLIO/S applicable to him and for the periodic review thereof. The BOARD carries no responsibility in respect of the selection made by a FLEXIBLE ANNUITANT.

5.1.4 In the event that a MEMBER or a FLEXIBLE ANNUITANT is unable or unwilling to make a selection in terms of RULE 5.1.2 or 5.1.3 the BOARD shall allocate the assets attributable to such MEMBER or FLEXIBLE ANNUITANT to a default INVESTMENT PORTFOLIO selected by the BOARD.

5.1.5 The BOARD shall take reasonable steps to ensure that MEMBERS and FLEXIBLE ANNUITANTS are adequately informed of the investment choices available to them and the consequences of their decisions. The BOARD shall in no way advise, influence or assist MEMBERS and FLEXIBLE ANNUITANTS in making their choices, such advice to be obtained by MEMBERS and FLEXIBLE ANNUITANTS from their personal financial planners.

5.1.6 The FUND is required to comply with the investment requirements of the ACT and Exchange Control legislation. The BOARD shall be entitled to, from time to time, put such measures in place as they deem appropriate to ensure such compliance in respect of the INVESTMENT PORTFOLIO/S available to and elected by MEMBERS and/or FLEXIBLE ANNUITANTS. These measures may include (but are not limited to) the power of the BOARD to set investment limits, remove a portfolio, and to require affected MEMBERS and/or FLEXIBLE ANNUITANTS (after appropriate notice has been given) to switch all or so much as they may have in an existing portfolio to other portfolios, failing which the BOARD may effect such switch into a portfolio as they may determine. The FUND, the BOARD, the SPONSOR and the ADMINISTRATOR, or any of their agents and employees, will not be

liable to the MEMBER (or any person claiming through the MEMBER) or FLEXIBLE ANNUITANT for any loss (whether of an income or capital nature) in respect of ensuring compliance with the legislation.

- 5.1.7 The BOARD reserves the right to direct investment instructions in respect of investment FUNDS, including INVESTMENT PORTFOLIOS with offshore exposure that is closed for new business, to an alternative portfolio as chosen and approved by the BOARD.

## **5.2. EXPENSES**

- 5.2.1 Except where otherwise provided or agreed to between the BOARD and the SPONSOR, the whole of the EXPENSES in connection with or incidental to the management or administration of the FUND must be paid by the FUND.
- 5.2.2 If the balance in the FUND bank account is insufficient to pay these EXPENSES of the FUND, the FUND is entitled to reduce proportionately any MEMBER INVESTMENT, any FLEXIBLE ANNUITY CAPITAL ACCOUNT, any TRANSFER BENEFIT or any benefit payable under the FUND in order to pay the FUND'S EXPENSES.
- 5.2.3 The FUND is, in respect of each MEMBER, FLEXIBLE ANNUITANT or BENEFICIARY, entitled to pay the following current or known future EXPENSES which are specific to that MEMBER, FLEXIBLE ANNUITANT or BENEFICIARY:
- 5.2.3.1 any taxes payable by the FUND in respect of or on behalf of that MEMBER, FLEXIBLE ANNUITANT or BENEFICIARY;
  - 5.2.3.2 fees and charges in connection with and incidental to the INVESTMENT PORTFOLIO chosen by the MEMBER or the FLEXIBLE ANNUITANT, or the default INVESTMENT PORTFOLIO selected by the BOARD;

- 5.2.3.3 any switch costs relating to a change in INVESTMENT PORTFOLIOS;
- 5.2.3.4 such costs incurred upon the death of that MEMBER or FLEXIBLE ANNUITANT in allocating and distributing the benefit payable in consequence of that death;
- 5.2.3.5 fees and charges payable to the ADMINISTRATOR;
- 5.2.3.6 such other expenses as the FUND may incur in respect of that MEMBER or FLEXIBLE ANNUITANT;
- 5.2.3.7 initial and ongoing fees payable to an authorised financial services provider in respect of investment advice and intermediary services rendered to that MEMBER, or FLEXIBLE ANNUITANT, provided the provider has been appointed in writing as required by the ADMINISTRATOR or the FUND; and
- 5.2.3.8 the costs of tracing any MEMBER, FLEXIBLE ANNUITANT or BENEFICIARY for the purposes of dealing with any death benefit, any unclaimed benefit, or tracing any unallocated deposit into the FUND'S bank account.

5.2.4 The SPONSOR may make such payment to the FUND to be held in the FUND'S bank account, as it may decide to meet any past or known future EXPENSES of the FUND.

### **5.3. Disinvestment of monies pending transfer or payment of a benefit**

5.3.1 The value of a MEMBER'S share of the FUND for the purposes of determining a benefit due under the RULES is derived with reference to the MEMBER INVESTMENT, taking all EXPENSES as provided for in the RULES into account and subject to the provisions of RULE 5.3.2.

5.3.2 Unless otherwise provided in the RULES, the MEMBER INVESTMENT shall only be realised or transferred out of the FUND in the event of a

transfer of assets other than in cash, after all the requirements of the ACT, the INCOME TAX ACT, the FUND, the ADMINISTRATOR or any provider of an INVESTMENT PORTFOLIO for the processing of a benefit due under the RULES have been complied with. The MEMBER or BENEFICIARY carries the risk of loss and/or poor investment performance of the underlying investment options pending the commencement and/or completion of the realisation or the transfer of assets other than in cash.

5.3.3 Except where a transfer of assets other than in cash applies, the MEMBER'S share described in RULE 5.3.1 and realised as provided for in RULE 5.3.2 must be transferred to the FUND'S bank account or such other investment option as determined by the TRUSTEES from time to time, or held in the name of a nominee company approved by the REGISTRAR until such time that the payment or transfer is finalised.

5.3.4 A FLEXIBLE ANNUITANT'S investment in the INVESTMENT PORTFOLIO shall be disinvested and held in cash within five (5) working days after:

5.3.4.1 The FUND or ADMINISTRATOR receiving formal notification of the termination of the MEMBER'S membership of the FUND;

5.3.4.2 The termination of the MEMBER'S membership of the FUND;

5.3.4.3 The FUND or ADMINISTRATOR receiving formal notification of a FLEXIBLE ANNUITANT'S death, provided that such notification indicates that no BENEFICIARY'S FLEXIBLE ANNUITY is payable in terms of RULE 8.9.3.1 and there is no written confirmation of BENEFICIARIES on the ADMINISTRATOR'S records; or

5.3.4.4 The FUND or ADMINISTRATOR receiving formal notification of the fact that no BENEFICIARY'S FLEXIBLE ANNUITY is payable in terms of RULE 8.9.3 if the original

formal notification of the death of a FLEXIBLE ANNUITANT did not indicate whether or not such BENEFCIARY'S FLEXIBLE ANNUITY was payable, and there is no written confirmation of BENEFCIARIES on the ADMINISTRATOR'S records.

- 5.3.5 The TRUSTEES shall at their discretion from time to time determine the operational practice of the FUND as provided by the REVENUE SERVICE and INCOME TAX ACT with regards to the payment of any interest or "FUND Return" as defined in the ACT that may have arisen in terms of the provisions of RULE 5.3.



## **6. RETIREMENT BENEFITS**

### **6.1. RETIREMENT DATE**

A MEMBER must provide the FUND with written notification of his selected RETIREMENT DATE.

### **6.2. Benefit at retirement**

6.2.1. A MEMBER must retire as at his RETIREMENT DATE and thereupon becomes entitled to an ANNUITY.

6.2.2 The amount of the ANNUITY will be equal to that which may be purchased by the MEMBER'S INVESTMENT, provided that the MEMBER has an option to choose to receive as a lump sum benefit up to a third of the MEMBER'S SHARE, unless the benefit fall within the limits as regulated from time to time, whereupon the MEMBER can elect subject to the REVENUE SERVICES' consent, to commute the remaining two thirds, which lump sum benefit, less any applicable tax will be paid to the MEMBER within a reasonable period after the date on which the FUND receives written notice of his retirement, or of his RETIREMENT DATE, whichever is the later.

6.2.3. The ANNUITY must be purchased from an INSURER selected by the MEMBER. Once the ANNUITY has been purchased and any lump sum benefit, less any applicable tax, has been paid to that MEMBER, the FUND will have no further liability to or in respect of the MEMBER and his DEPENDANTS and/or NOMINEES.

6.2.4. A MEMBER may elect to receive a FLEXIBLE ANNUITY from the FUND, provided that he complies with the eligibility requirements set by the TRUSTEES from time to time. The FLEXIBLE ANNUITY is payable in accordance with RULE 8.

### **6.3. Early retirement due to disability**

- 6.3.1 Notwithstanding RULE 6.1, a MEMBER shall be entitled to request retirement before attaining age 55 (fifty-five) if he is permanently incapable of carrying on his own occupation due to sickness, accident injury or incapacity through infirmity of mind or body.
- 6.3.2 The BOARD must be satisfied that, based on medical evidence, the MEMBER has become permanently incapable of carrying on his occupation as contemplated in RULE 6.3.1. The MEMBER shall provide the BOARD with such medical evidence as the BOARD in their discretion may request. The cost of providing and obtaining the medical evidence shall be borne by the MEMBER.
- 6.3.3 Following the BOARD'S determination that a MEMBER is permanently incapable as provided for in RULE 6.3.2, the MEMBER may elect to retire in terms of this RULE 6.3 and the provisions of RULE 6.2 shall apply.

## **7. DEATH BENEFITS**

### **7.1. Death benefits**

If a MEMBER dies, a death benefit is payable to that person or those persons entitled thereto in terms of, and in the manner set out in section 37C of the ACT.

### **7.2. Benefit payable upon death prior to retirement**

7.2.1 Following receipt by the FUND of confirmation of the death of the MEMBER, the BOARD shall be entitled to take such action as they may decide, which may include, but is not limited to, to switch the INVESTMENT PORTFOLIO/S selected by the MEMBER into an investment option as selected by the BOARD as they deem appropriate.

7.2.2 Subject to RULE 5.3, the death benefit is an amount equal to the MEMBER'S share of the FUND.

7.2.3 The FUND must take all reasonable steps to trace BENEFICIARIES. If any costs are incurred as a consequence of such tracing, or of an investigation to determine the appropriate allocation of the death benefit amongst a number of potential BENEFICIARIES, such reasonable costs may, at the discretion of the BOARD, be recovered from the MEMBER'S share of the FUND in terms of RULE 5.2.

7.2.4 Unless the BOARD decides otherwise, the BENEFICIARY entitled to a death benefit in terms of RULE 7.1 shall be entitled to the following options:

7.2.4.1 the death benefit is payable as an ANNUITY purchased from an INSURER chosen by the BENEFICIARY; provided that the BENEFICIARY

may within such period as the BOARD decides, elect to receive his benefit in full or in part as a lump sum benefit, subject to any tax thereon. Any ANNUITY purchased may be commuted after purchase in accordance with prevailing legislation and the requirements of the REVENUE SERVICE. Once the benefit is paid, whether as an ANNUITY or as a lump sum after payment of such tax as may be applicable, the FUND has no further liability to or in respect of that BENEFICIARY.

7.2.4.2 the death benefit is payable from the FUND in the form of a FLEXIBLE ANNUITY in terms of RULE 8, provided that the BENEFICIARY complies with the eligibility requirements set by the TRUSTEES from time to time.

7.2.5 Where the BOARD decide to make payment, in terms of section 37C of the ACT, to a trustee of a trust, a beneficiary FUND or any other person contemplated in that section for the benefit of the BENEFICIARY, the BOARD may impose any term, condition or provision in relation to such death benefit so paid.

## **8. FLEXIBLE ANNUITIES**

- 8.1. The conditions relating to the FLEXIBLE ANNUITY will be mutually agreed between the MEMBER or BENEFICIARY and TRUSTEES, in consultation with the ACTUARY, at the date of the MEMBER'S retirement in terms of RULE 6.1 or the date that the BENEFICIARY becomes eligible to a benefit in terms of RULE 7.1.
- 8.2. The annual minimum and maximum amount of the FLEXIBLE ANNUITY must be within the percentage limits as laid down by the REVENUE SERVICE from time to time or such greater limit (in respect of the minimum amount) and/or such lesser limit (in respect of the maximum amount) as may be set by the TRUSTEES from time to time, after consultation with the ACTUARY, of the credit balance of the FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT at each anniversary of the FLEXIBLE ANNUITY's commencement date that follows.
- 8.3. In the case of a MEMBER electing a FLEXIBLE ANNUITY in terms of RULE 6.2.4, that portion of his MEMBER INVESTMENT at the time of retirement used to purchase a FLEXIBLE ANNUITY will form the opening balance of his FLEXIBLE ANNUITY CAPITAL ACCOUNT.
- 8.4. In the case of a BENEFICIARY electing a FLEXIBLE ANNUITY in terms of RULE 7.2.4, that portion of the benefit specified in RULE 7.1 that has been allocated to the person will form the opening balance of his FLEXIBLE ANNUITY CAPITAL ACCOUNT.
- 8.5. FLEXIBLE ANNUITIES paid to FLEXIBLE ANNUITANTS will be paid from the FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT with the FUND.
- 8.6. Each FLEXIBLE ANNUITY shall be payable by equal monthly instalments on the twenty fifth (25th) day of each calendar month, unless otherwise agreed to by the TRUSTEES from time to time.
- 8.7. The first monthly instalment of a FLEXIBLE ANNUITY payable to a FLEXIBLE ANNUITANT shall be payable on the twenty fifth (25th) day of the calendar month following the award of his FLEXIBLE ANNUITY, and

such FLEXIBLE ANNUITY shall be payable until the twenty fifth (25th) day of the month in which the FLEXIBLE ANNUITANT dies or the month after the FLEXIBLE ANNUITANT dies if he dies after the seventeenth (17th) day of a calendar month.

8.8. Each FLEXIBLE ANNUITANT shall provide such evidence of his survival or continued eligibility as the TRUSTEES may require. If such evidence is not produced, then the TRUSTEES may direct that payment of the FLEXIBLE ANNUITY be suspended until such evidence is produced.

8.9. The FLEXIBLE ANNUITY elected in terms of RULE 6 or RULE 7 are always subject to the following requirements:

8.9.1 The amount of such FLEXIBLE ANNUITY must comply with the minimum and maximum amounts as referred to in RULE 8.2 and must be elected in writing by the FLEXIBLE ANNUITANT on each FLEXIBLE ANNUITY commencement anniversary date.

8.9.2 If the FLEXIBLE ANNUITANT does not exercise his choice referred to in RULE 8.9.1 above within the period as determined by the TRUSTEES, his FLEXIBLE ANNUITY may be adjusted to an amount as determined by the TRUSTEES and advised in writing to the FLEXIBLE ANNUITANT.

8.9.3 The FLEXIBLE ANNUITY payable to a FLEXIBLE ANNUITANT shall be paid exclusively out of the remaining credit balance of the FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT at each commencement anniversary as determined by the TRUSTEES in consultation with the ACTUARY, taking into account the FLEXIBLE ANNUITY payments already paid to the FLEXIBLE ANNUITANT, interest earned by the FUND on the investment of such credit balance of the FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT in the FUND, as well as any other factors deemed to be appropriate.

8.9.3.1 If a FLEXIBLE ANNUITANT who was a MEMBER of the FUND prior to retirement dies, the remaining

credit balance of the FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT will be paid in terms of Section 37C of the ACT and will be used to provide a similar FLEXIBLE ANNUITY for BENEFICIARIES of the FLEXIBLE ANNUITANT in which case the BENEFICIARIES will be regarded as FLEXIBLE ANNUITANTS and the provisions of this RULE will apply *mutatis mutandis* to the BENEFICIARY'S FLEXIBLE ANNUITY. However, at the election of such BENEFICIARIES, the remaining credit balance of the deceased FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT may be paid to the applicable BENEFICIARY in a lump sum, subject to the applicable tax, within 6 (six) months from the date of the death of the FLEXIBLE ANNUITANT.

8.9.3.2 If a FLEXIBLE ANNUITANT who was a BENEFICIARY prior to becoming a FLEXIBLE ANNUITANT dies, the remaining credit balance of the deceased FLEXIBLE ANNUITANT'S FLEXIBLE ANNUITY CAPITAL ACCOUNT will be paid to such FLEXIBLE ANNUITANT'S estate.

## **9. WITHDRAWAL BENEFITS**

9.1 Unless otherwise provided for in legislation or by the REVENUE SERVICE, a MEMBER may only be paid one cash withdrawal benefit in respect of each TRANSLOCATION BENEFIT.

- 9.2 The amount of the withdrawal benefit available to a MEMBER shall be determined with reference to the realisable value of that portion of the MEMBER INVESTMENT in respect of the relevant TRANSLOCATION BENEFIT.
- 9.3 In the event of the withdrawal of a MEMBER as contemplated in this RULE, RULE 5.3 will apply to the MEMBER'S share of the FUND or such portion of the MEMBER INVESTMENT as elected by the MEMBER and payment will be subject to the applicable tax.
- 9.4 If, in terms of the exercise of an option in terms of this RULE, only part of the MEMBER'S INVESTMENT in respect of a TRANSLOCATION BENEFIT is paid to him, the remainder shall be retained in the FUND until his RETIREMENT DATE or of his earlier death or transfer to another APPROVED FUND and the MEMBER shall not be entitled to a further cash withdrawal benefit in respect of such remainder.
- 9.5 A MEMBER'S entitlement to payment of a withdrawal benefit is subject to such conditions as may apply to the TRANSLOCATION BENEFIT, the provisions of the ACT, THE INCOME TAX ACT and the requirements of the REVENUE SERVICE.
- 9.6 A request for, and payment of, a part cash withdrawal benefit is subject to the requirements of the FUND as to a minimum amount.
- 9.7 Once payment of the lump sum benefit equal to the total MEMBER INVESTMENT, less any applicable tax, has been made to the MEMBER, the FUND will have no further liability to or in respect of such MEMBER and his DEPENDANTS and/or NOMINEES.



## **10. TRANSFERS TO ANOTHER FUND**

- 10.1 If a MEMBER requests the FUND in the manner set out by the BOARD, his MEMBER INVESTMENT must be transferred as a monetary amount or assets other than in cash, subject to section 14 of the ACT and the requirements of the INCOME TAX ACT to another APPROVED PRESERVATION PENSION FUND, or another APPROVED RETIREMENT ANNUITY FUND provided it is permitted by the INCOME TAX ACT. Any such transfer is subject to the provisions of RULE 5.3 and is net of any EXPENSE which the FUND may deduct in terms of the RULES, but no penalty is payable merely because of the transfer.
- 10.2 If such a MEMBER had already been granted a lump sum withdrawal benefit by the FUND as envisaged in RULE 9, the ADMINISTRATOR must advise the APPROVED PRESERVATION PENSION FUND or APPROVED RETIREMENT ANNUITY FUND thereof and the APPROVED PRESERVATION PENSION FUND or APPROVED RETIREMENT ANNUITY FUND shall prohibit the former MEMBER from receiving or becoming entitled to any benefit prior to retirement.
- 10.3 At the written request of the SPOUSE of a MEMBER in respect of whom a deduction applied as a result of the divorce of the MEMBER and his SPOUSE in terms of the Divorce Act, the FUND will transfer the amount deducted to such an approved retirement FUND as may be specified in the INCOME TAX ACT on behalf of the SPOUSE.
- 10.4 A MEMBER'S entitlement to transfer his MEMBER INVESTMENT from the FUND is subject to the provisions of the ACT, the INCOME TAX ACT and the requirements of the REVENUE SERVICE.
- 10.5 Once a transfer has been affected in terms of this RULE, the FUND will have no further liability to or in respect of that MEMBER and his BENEFICIARIES.

## **11. MANAGEMENT OF THE FUND**

### **11.1 Constitution of the BOARD**

11.1.1 The management, control and administration of the FUND vest in a BOARD comprising at least 4 (four) TRUSTEES but no more than 10 (ten) TRUSTEES, at least 1 (one) of whom must be an INDEPENDENT TRUSTEE.

11.1.2 The BOARD shall elect one of the TRUSTEES as the chairperson of the BOARD, and may fix his period of office, which shall be no longer than 1 (one) year. The chairperson shall be entitled to stand for re-election and be re-elected on the expiry of each term of office as chairperson.

### **11.2 Appointment of TRUSTEES**

11.2.1 The SPONSOR shall appoint the initial TRUSTEES. Following registration of the FUND, the BOARD, after consultation with the SPONSOR, shall appoint the TRUSTEES in accordance with Rule 11.

11.2.2 The BOARD must ensure that an exemption from the requirement that MEMBERS have the right to elect at least 50% (fifty percent) of the TRUSTEES as permitted in terms of the provisions of section 7B(1)(b)(iv) of the ACT, is and remains in place.

11.2.3 The BOARD may appoint an alternate to any TRUSTEE should this be required on such terms and conditions as they may decide, to act in the place of any TRUSTEE when such TRUSTEE is not available to act. Alternates shall in all respects be subject to the qualifications, terms and conditions applicable to TRUSTEES, unless otherwise provided in such alternate's terms and conditions of appointment. An alternate, while acting for a TRUSTEE, shall exercise and discharge all powers, duties and functions of the TRUSTEE he represents. An alternate shall be given notice of a

meeting of the BOARD. An alternate may only vote if his principal TRUSTEE is not present. An alternate shall be counted in computing a quorum only when acting for a TRUSTEE.

### **11.3. Term of office of TRUSTEES**

11.3.1 A TRUSTEE will hold office for a period of 3 (three) years; provided that a TRUSTEE whose term of office has expired may be re-appointed, and provided further that the BOARD shall have the discretion to determine a shorter term of office if required.

11.3.2 A TRUSTEE remains in office until –

11.3.2.1 the expiry of his term of office;

11.3.2.2 he resigns by giving the chairperson or the BOARD 30 (thirty) days written notice to that effect,

11.3.2.3 he ceases to hold office in terms of RULES 11.4;

11.3.2.4 he is removed from office in terms of Rule.11.5.

### **11.4. Persons disqualified from being or acting as TRUSTEES**

11.4.1 A person will not be permitted to be a TRUSTEE and a TRUSTEE ceases to be a TRUSTEE if:

11.4.1.1 he is or becomes mentally or physically incapable of acting on the basis of medical evidence to that effect received by the BOARD; or

11.4.1.2 his estate has been or is sequestrated or surrendered or assigned in favour of his creditors; or

11.4.1.3 he has been or is convicted by a competent court of theft, fraud, forgery or an offence of which dishonesty is an element; or

- 11.4.1.4 he has been or is discharged by a competent court from an office of trust on account of misconduct; or
- 11.4.1.5 he has been or is convicted by a competent court on any charge and sentenced to a prison term without the option of a fine.
- 11.4.1.6 In the case of a SPONSOR TRUSTEE, he is an employee of the SPONSOR or an associated company of the SPONSOR at the time that he is appointed and he subsequently leaves the employment of the SPONSOR or the associated company.
- 11.4.1.7 In the case of an INDEPENDENT TRUSTEE, when he no longer satisfies the criteria for independence.

## **11.5. Removal of TRUSTEES and filling of vacancies**

- 11.5.1 A TRUSTEE may be removed from office by the BOARD on giving him 30 (thirty) days written notice to this effect –
  - 11.5.1.1 if at least 75% (seventy five percent) of the remaining TRUSTEES in office agree that a TRUSTEE is not a fit and proper person to hold office. This is irrespective of whether or not there has been a breach of the FUND'S code of conduct. This is subject to the BOARD or a committee of the BOARD having heard representations in the matter by the TRUSTEE concerned, or his representative, before making the finding; or
  - 11.5.1.2 in respect of any TRUSTEE appointed with effect from any date after the effective date of these RULES, if that TRUSTEE, within 30 (thirty) days of his appointment, fails to sign the "Acceptance of

duties” documents, incorporating the FUND’S code of conduct, together with any annexure thereto;

11.5.1.3 he has failed to attend 2 (two) consecutive BOARD meetings without showing good cause for such failure, such good cause being unanimously agreed to by at least 75% (seventy five percent) of the remaining TRUSTEES; or

11.5.1.4 the SPONSOR, based on reasonable grounds, requests the termination of his appointment by notice to the FUND and the termination is agreed to by at least 75% (seventy five percent) of the remaining TRUSTEES.

11.5.2 Any vacancy which arises as a result of a TRUSTEE ceasing to hold office must be filled in terms of RULE 11.2.1 within 90 (ninety) days of the date that the vacancy arises; provided that the BOARD shall have the discretion to not appoint another TRUSTEE if there are at least 4 (four) TRUSTEES in office, one of whom is an INDEPENDENT TRUSTEE.

11.5.3 A vacancy on the BOARD will not invalidate any proceedings of the BOARD, provided that a quorum is in place.

## **11.6. Payments to the BOARD**

11.6.1 A TRUSTEE is entitled to be reimbursed by the FUND for such reasonable EXPENSES incurred in the course of performing his duties on behalf of the FUND, provided the BOARD approves such EXPENSES before they are incurred.

11.6.2 A TRUSTEE is entitled to receive such remuneration from the FUND for time spent on rendering services to the FUND as may

be agreed to by the BOARD from time to time in consultation with the SPONSOR.

#### **11.7. Meetings of the BOARD**

- 11.7.1 The BOARD will meet from time to time as is necessary to conduct the business of the FUND but no less than 4 (four) times in every FINANCIAL YEAR.
- 11.7.2 A BOARD meeting may be held in person, by telephone conference or by video conference;
- 11.7.3 The chairperson must cause at least 14 (fourteen) days' notice to be given of every BOARD meeting, specifying the place, date and time of the meeting, as well as the general nature of the business to be conducted at the meeting. This notice period may be waived by the BOARD.
- 11.7.4 At least 4 (four) TRUSTEES will be required to constitute a quorum, provided that this must include an INDEPENDENT TRUSTEE.
- 11.7.5 Unless the chairperson decides otherwise, a TRUSTEE is present at a BOARD meeting if he is able to participate in that meeting by telephone or video conference. If a quorum cannot be established at a BOARD meeting then no resolution may be passed at that meeting of the BOARD.
- 11.7.6 The chairperson may convene a special meeting of the BOARD if he regards it as necessary. The chairperson must also convene a special meeting within 10 (ten) days of being so requested by at least 3 (three) of the TRUSTEES.
- 11.7.7 The meetings of the BOARD will be chaired by the chairperson. If the chairperson is temporarily absent or, for any other reason, is unable to perform his functions as chairperson, the BOARD

shall elect a person from among its number present to act as chairperson. The chairperson is responsible for the orderly conduct of the meetings and may suspend or exclude from a meeting any TRUSTEE who deliberately ignores the authority of the chairperson or who interferes with the orderly functioning of the BOARD.

- 11.7.8 The chairperson shall cause minutes to be kept of all meetings held by the BOARD and where possible, such minutes must be distributed within 10 (ten) working days of a BOARD meeting to the TRUSTEES. Any amendments to the minutes must be lodged with the chairperson within 10 (ten) working days of distribution or within such other timeframe as may be agreed upon by the BOARD. If no amendments are received within 10 (ten) working days or other time frame agreed upon of the distribution of the minutes, the minutes of that meeting will be proposed, seconded and signed by the chairperson at the next BOARD meeting. Once those minutes are signed by the chairperson, they will constitute prima facie evidence of the business transacted at the meeting.
- 11.7.9 The BOARD shall seek consensus in all matters requiring a decision. All TRUSTEES, including the chairperson, shall have one vote each.
- 11.7.10 Should the BOARD fail to reach consensus on any issue, a decision will be taken by a simple majority of votes of those TRUSTEES present, provided there is a quorum. If no majority decision can be reached at that meeting, the matter must be referred, for a recommendation, to a person agreed to by the BOARD and suitably qualified in the matter in dispute.
- 11.7.11 If no majority decision can be reached after the recommendation has been received from the expert, the matter in dispute shall be referred to an arbitrator chosen by the AUDITOR (or by the ACTUARY if the dispute involves the AUDITOR) who must be a

person suitably qualified in the matter in dispute. The arbitrator's decision on the matter will be final and binding on the BOARD.

11.7.12 A written resolution signed or agreed to via electronic means (email or facsimile) by all those TRUSTEES necessary to constitute a quorum of the BOARD is effective as if it had been passed at a meeting of the BOARD duly convened and held. Any resolution passed in terms of this RULE must be noted at the first meeting of the BOARD held after the passing of the resolution.

#### **11.8. BOARD to direct and control FUND**

11.8.1 The object of the BOARD is to direct, control and oversee the operations of the FUND in accordance with the ACT, the INCOME TAX ACT, the common law, any applicable laws and the RULES.

11.8.2 In pursuing its object the BOARD shall-

11.8.2.1 take all reasonable steps to ensure that the interests of MEMBERS in terms of the RULES and the provisions of the ACT are protected at all times; especially in the event of an amalgamation or transfer of any business contemplated in section 14 of the ACT or splitting of the FUND;

11.8.2.2 act with due care, diligence and good faith;

11.8.2.3 avoid conflicts of interest; and

11.8.2.4 act with impartiality in respect of all MEMBERS.

11.8.3 The BOARD must establish a code of conduct which sets out, as the policy of the FUND, the management by the BOARD of themselves, the management by the BOARD of the FUND and the management by the BOARD of their relationships with the



SPONSOR, and service providers and stakeholders of the FUND.

- 11.8.4 This code of conduct must also provide for the appraisal annually of the BOARD and service providers of the FUND.
- 11.8.5 If any TRUSTEE is in breach of the code of conduct then the BOARD has the power to suspend that TRUSTEE for such period or on such terms as the BOARD decides, or may, in terms of RULE 11.5, remove such TRUSTEE from office.

### **11.9. Duties of the BOARD**

- 11.9.1 The duties of a BOARD shall, inter alia, include to –
  - 11.9.1.1 ensure that proper registers, books and records of the operations of the FUND are kept, including proper minutes of all resolutions passed by the BOARD;
  - 11.9.1.2 when required in terms of the ACT, cause true and full accounts of the FUND to be kept in accordance with general accounting practice, with such accounts to be made up to the end of each FINANCIAL YEAR and fairly to present the state of affairs of the FUND and its business and financial position and to be audited by the AUDITOR;
  - 11.9.1.3 ensure that proper controls are used to protect the assets of the FUND, taking into account the advice of the AUDITOR;
  - 11.9.1.4 ensure that adequate and appropriate information is communicated to the MEMBERS of the FUND informing them of their rights, benefits and duties in terms of the RULES;
  - 11.9.1.5 obtain expert advice on matters in respect of which the BOARD may lack sufficient expertise;

- 11.9.1.6 ensure that the RULES, operation and administration of the FUND complies with the all applicable laws including the common law, and any other duties imposed by the RULES;
- 11.9.1.7 operate one or more banking accounts opened in the name of the FUND with a bank registered in terms of the Banks Act, 1990;
- 11.9.1.8 take reasonable steps to ensure that monetary TRANSLOCATION BENEFITS or other money received by the FUND are, pending the investment or application thereof in accordance with the RULES, deposited into the bank account of the FUND no later than the first business day following the day of receiving the CONTRIBUTION or other money;
- 11.9.1.9 take reasonable steps to ensure that TRANSLOCATION BENEFITS received by the FUND in the form of transfers other than in cash are recorded in the relevant INVESTMENT PORTFOLIO in accordance with a duly accepted MEMBER APPLICATION;
- 11.9.1.10 in consultation with the AUDITOR if necessary, take such measures as will ensure the efficient and secure operation of the bank accounts;
- 11.9.1.11 cause every document of title to an asset of the FUND to be registered in the name of the FUND, or in the name of a nominee company approved by the REGISTRAR;
- 11.9.1.12 ensure that every title deed and other document of title belonging to the FUND is kept securely and in appropriate safekeeping;
- 11.9.1.13 ensure that every cheque, contract or other document pertaining to the FUND is signed by such

persons as the BOARD by resolution appoints and if applicable, in the manner set out in the ACT;

11.9.1.14 take such measures necessary to protect the assets of the FUND and to pay only such benefits as are provided for in the RULES.

11.9.2 The references to the specific duties of the BOARD above will not in any way derogate from the other common law and statutory duties of the BOARD.

#### **11.10. Powers of the BOARD**

11.10.1 The BOARD has, subject to the RULES, all such powers as are conferred on it in terms of the RULES, the ACT or any law to which the FUND is subject, provided that any specific powers set out below will not be construed as derogating from the general powers of the BOARD.

11.10.2 The BOARD has all such powers as are necessary for it to comply with the duties referred to in RULE 11.8 and RULE 11.9.

11.10.3 The BOARD has the power, subject to the provisions of the ACT and of this RULE to invest in moveable and immovable property of whatsoever nature, and in like manner to invest, lend, put out at interest, place on deposit, make advances of, or otherwise deal with all the monies of the FUND upon such SECURITIES and in such manner as it from time to time may determine and to dispose of any property, realise, vary, reinvest, or otherwise deal with such SECURITIES and other investments as it from time to time may determine.

11.10.4 The power of the BOARD to make investments and to realise, vary, reinvest or otherwise deal with the SECURITIES concerned, may be delegated by the BOARD, on such terms and conditions as they may specify, to -

- 11.10.4.1 a sub-committee of such of their number as they nominate; or
  - 11.10.4.2 a financial institution as defined in the Financial Institutions (Protection of FUNDS) Act, 2001; or
  - 11.10.4.3 a person who is an authorised financial services provider.
- 11.10.5 Notwithstanding anything else contained in these RULES, the BOARD will not be liable for the negligence, dishonesty or fraud of an institution referred to in RULE 11.10.4.2 or a person referred to in RULE 11.10.4.3.
- 11.10.6 The BOARD may, subject to the provisions of the ACT and the requirements of the REGISTRAR, obtain an overdraft from a bank, or borrow from any other party, on such terms as it thinks fit, such sum as it approves for the purpose of completing any investment, or meeting any temporary unforeseen cash shortage, and for this purpose may give such security as it decides.
- 11.10.7 The BOARD has the power to contract on behalf of the FUND and to sign such contract or other document on behalf of the FUND, to institute legal action or process for the FUND and to conduct, settle or abandon such action or process, to defend or settle legal action or process instituted against the FUND.
- 11.10.8 The BOARD has the power to make, amend and rescind policies and procedures in respect of a matter concerning the FUND, provided that such policies and procedures do not conflict with the RULES, the ACT, the INCOME TAX ACT, or any other applicable law.

- 11.10.9 The BOARD has the power to amend the RULES of the FUND, subject to the provisions of RULE 12.
- 11.10.10 The BOARD will be entitled, in its absolute discretion, to make any arrangements for the administration of the FUND and in this regard shall appoint the ADMINISTRATOR. The BOARD shall satisfy itself that the ADMINISTRATOR is registered in terms of section 13B of the ACT and must enter into an administration agreement which complies with the requirements of the ACT.
- 11.10.11 The BOARD will be entitled, in its absolute discretion, to appoint consultants, investment advisers, investment managers, legal advisers and other professionals to assist the BOARD in performing its duties and functions where it considers this necessary or prudent and may cause the costs thereof to be paid by the FUND.
- 11.10.12 The BOARD may, in accordance with the provisions of section 14 of the ACT, amalgamate any business carried on by the FUND with any business carried on by any other person, or transfer any business carried on by the FUND to any other person, or accept transfer of any business from any other person to the FUND.
- 11.10.13 The BOARD has the power to take, generally, such steps as are, in its discretion, conducive to the attainment of the objects of the FUND.

#### **11.11. Delegation of powers by the Board**

- 11.11.1 The BOARD may delegate any of its powers to another person or a committee of the BOARD, with the power to sub-delegate such power, unless the empowering instrument, on a proper construction thereof, does not permit such power to be delegated.

- 11.11.2 For the purpose of interpretation of the RULES, it will be deemed that when a RULE empowers the BOARD to perform a function or duty, that the BOARD may delegate the power concerned in terms of RULE 11.11.1 above, unless the context clearly indicates otherwise.
- 11.11.3 The delegation referred to above must be made in terms of a written mandate that provides that the powers and responsibilities delegated may be revoked at any time; and that the person or committee to whom such delegation is made must account to the BOARD for the exercise of the powers delegated. The decision of a person or committee to which a power is so delegated shall be recorded in the minutes at the next meeting of the BOARD, and shall be regarded as a decision of the FUND. In addition it is specifically provided that the BOARD remains accountable for any decision of the person or committee to whom a power or responsibility is delegated.

## **11.12. Confidentiality of information**

- 11.12.1 The BOARD and each TRUSTEE are only entitled to such information from a MEMBER or BENEFICIARY as the BOARD may require for the exercise of its duties in terms of the RULES. Such information may only be used for the purpose of the BOARD performing its duties in terms of the RULES and may not be disclosed to any person or body unless this is necessary for the operation of the FUND and then only on a confidential basis, or unless the person requiring such information is lawfully entitled to it. These provisions apply equally to the PRINCIPAL OFFICER and the DEPUTY PRINCIPAL OFFICER.
- 11.12.2 The BOARD must take steps to ensure that any service provider to the FUND and the SPONSOR, to the extent that each has any exposure to the data relating to a MEMBER or BENEFICIARY, or any information about or relating to the FUND, does not abuse

its knowledge of that data or information and that they do not disclose it to anyone else without the permission of the BOARD.

### **11.13. PRINCIPAL OFFICER and DEPUTY PRINCIPAL OFFICER**

- 11.13.1 The BOARD must appoint a PRINCIPAL OFFICER on terms which the BOARD and PRINCIPAL OFFICER agree in writing. Any such appointment may be changed by the BOARD in its sole discretion.
- 11.13.2 The provisions of the ACT will apply in respect of the appointment, approval and removal of the PRINCIPAL OFFICER as well as in respect of any reports which the PRINCIPAL OFFICER may be required to give to the REGISTRAR.
- 11.13.3 The PRINCIPAL OFFICER shall perform all the functions required to fulfil his duties in terms of the ACT, the GENERAL RULES and the reasonable directions of the BOARD.
- 11.13.4 The PRINCIPAL OFFICER is entitled to receive such remuneration from the FUND for time spent on rendering services to the FUND as may be agreed to by the BOARD from time to time in consultation with the SPONSOR.
- 11.13.5 The BOARD may appoint a DEPUTY PRINCIPAL OFFICER on terms which the BOARD and DEPUTY PRINCIPAL OFFICER agree in writing. Any such appointment may be changed by the BOARD in its sole discretion at any time.
- 11.13.6 The PRINCIPAL OFFICER may, in writing delegate any of the PRINCIPAL OFFICER'S functions under the ACT and the RULES of the FUND to the DEPUTY PRINCIPAL OFFICER, subject to such conditions that the PRINCIPAL OFFICER may determine.

- 11.13.7 The PRINCIPAL OFFICER is not divested or relieved of a function delegated under RULE 11.13.6 and the PRINCIPAL OFFICER may withdraw the delegation at any time.
- 11.13.8 If a FUND has appointed a DEPUTY PRINCIPAL OFFICER, the DEPUTY PRINCIPAL OFFICER acts as PRINCIPAL OFFICER when the PRINCIPAL OFFICER is absent from the Republic or unable for any reason to discharge any duty of the PRINCIPAL OFFICER in terms of the ACT, until the FUND formally in the manner directed in the RULES appoints a new PRINCIPAL OFFICER.
- 11.13.9 The DEPUTY PRINCIPAL OFFICER is entitled to receive such remuneration from the FUND for time spent on rendering services to the FUND as may be agreed to by the BOARD from time to time in consultation with the SPONSOR.

**11.14. ACTUARY and actuarial valuations**

- 11.14.1 The BOARD shall appoint an ACTUARY. Any such appointment may be changed by the BOARD in its sole discretion.
- 11.14.2 The provisions of the ACT will apply in respect of the appointment, approval and removal of the ACTUARY.
- 11.14.3 The ACTUARY must act as the valuator of the FUND in terms of the ACT, unless the FUND has been exempted from compliance with the provisions of sections 9A and 16 of the ACT. The ACTUARY must in addition to the function of valuator, perform such other functions as may be specified by the BOARD or in the RULES.
- 11.14.4 Unless the FUND has been exempted from compliance with the provisions of Sections 9A and 16 of the ACT, the FUND must be valued by the ACTUARY at intervals not exceeding 3 (three) years. The ACTUARY must submit a valuation report to the



BOARD and must upon approval thereof by the BOARD submit a copy of that valuation to the REGISTRAR within 12 (twelve) months of the valuation date. A copy of the valuation report or a summary thereof in the prescribed format must be available for inspection by any MEMBER at the registered office of the FUND.

- 11.14.5 The BOARD must maintain such records as may be required for the ACTUARY to perform the valuation function referred to above.
- 11.14.6 Should the FUND require exemption from the provisions of sections 9A and 16 of the ACT, the BOARD must require that the ACTUARY submits the application in the format prescribed in terms of the ACT to the REGISTRAR at the time of application for registration of the FUND and at least once every 3 (three) years thereafter.
- 11.14.7 Notwithstanding the foregoing, the ACTUARY shall not be required to apply to the REGISTRAR to exempt the FUND from valuation where the REGISTRAR has exempted the FUND from valuation on a continuous basis and subject to the FUND complying with the REGISTRAR'S requirements for such continuous exemption.

#### **11.15. AUDITOR and financial statements**

- 11.15.1 Should legislation so require, the BOARD shall appoint an AUDITOR, for such periods as it determines, and may withdraw any such appointment and make another appointment in its place.
- 11.15.2 The provisions of the ACT will apply in respect of the appointment, approval and removal of the AUDITOR as well as in respect of any reports which the AUDITOR may be required to give to the REGISTRAR.

- 11.15.3 When the AUDITOR is a partner in a partnership, the appointment of the AUDITOR will not lapse by reason of a change in the composition of the partnership, as long as not less than half of the partners in the reconstituted partnership are persons who were partners as at the date when the appointment of the partnership was last approved by the REGISTRAR.
- 11.15.4 The AUDITOR has for the purpose of performing his functions and duties –
- 11.15.4.1 the right of access at all reasonable times to the accounting records and all books, vouchers, documents and other property of the FUND;
  - 11.15.4.2 the right to require from the BOARD such information and explanations as he considers necessary;
  - 11.15.4.3 the right to investigate whether there are adequate measures and procedures for the proper application of sound economical, efficient and effective management of the FUND and for the utilisation of all the resources under the control of the BOARD; and
  - 11.15.4.4 the right to investigate any matter, including the efficiency and effectiveness of the internal controls of the FUND, relating to expenditure by and the revenue of the FUND.
- 11.15.5 The BOARD shall prepare and submit such statements and reports as required by the ACT to the REGISTRAR, provided that where prescribed in the ACT, such statements and reports must be duly audited and reported on by the AUDITOR.

## **11.16. Interpretation of the RULES and COMPLAINTS**

- 11.16.1 The decision of the BOARD as to the meaning of or interpretation of these RULES or of any particular RULE or part of a RULE shall be final and binding on MEMBERS and every person claiming to be entitled to a benefit under these RULES.
- 11.16.2 Any question which may arise with regard to a claim by any person under these RULES shall be decided by the BOARD.
- 11.16.3 In deciding on any question of fact, the BOARD shall act upon such evidence as they deem adequate, whether such evidence amounts to legal proof or not.
- 11.16.4 In arriving at a decision, the BOARD may receive representations orally or in writing in such manner and on such terms as they may determine.
- 11.16.5 A COMPLAINANT shall have the right to lodge a written COMPLAINT to the FUND.
- 11.16.6 A COMPLAINT lodged in terms of RULE 11.16.5 shall be properly considered and replied to in writing by the FUND within 30 (thirty) days after the receipt thereof.
- 11.16.7 If the COMPLAINANT is not satisfied with the reply contemplated in RULE 11.16.6, or if a reply is not received within 30 (thirty) days after receipt of the COMPLAINT, the COMPLAINANT may lodge the COMPLAINT with the ADJUDICATOR.
- 11.16.8 Once the COMPLAINT has been lodged with the ADJUDICATOR, it shall be dealt with in terms of the ACT.

#### **11.17. Claims against the FUND**

- 11.17.1 A MEMBER will not have any claim against the FUND in respect of the bona fide investment of the assets of the FUND.

11.17.2 No person will have any claim concerning the FUND either upon the FUND or against the BOARD, except in accordance with the RULES.

#### **11.18. Indemnity and Fidelity Insurance**

11.18.1 The BOARD, officers of the FUND and persons to whom they have delegated their functions or powers shall not be personally liable for decisions taken or actions authorized except if such decisions or actions constitute gross negligence, dishonesty, fraud or a breach of trust.

11.18.2 The BOARD must safeguard the FUND against loss by insuring the FUND against loss due to negligence, dishonesty or fraud or the wilful misconduct of any of the officers of the FUND (including a TRUSTEE).

11.18.3 Each TRUSTEE, the PRINCIPAL OFFICER, the DEPUTY PRINCIPAL OFFICER and any officer of the FUND is indemnified by the FUND against all proceedings, costs and expenses incurred by reason of any claim in connection with the FUND, not arising from their gross negligence, dishonesty, fraud or a breach of trust.

11.18.4 The BOARD will satisfy itself that the SPONSOR and ADMINISTRATOR have adequate Indemnity and Fidelity Insurance in place.

#### **11.19. Documents**

The BOARD may authorize any number of TRUSTEES or such person as they deem fit to approve and sign documents on behalf of the FUND, provided that documents to be deposited with the REGISTRAR will be signed as prescribed in the ACT.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 Payment of benefits**

- 12.1.1 The TRUSTEES will be entitled to request any documentation prescribed by it as satisfactory proof as to the identity and right of a MEMBER or a BENEFICIARY to a benefit before payment of a benefit is made to such MEMBER or BENEFICIARY.
- 12.1.2 If a benefit becomes payable in terms of the RULES and the RULES do not require elsewhere that the benefit be paid in the form of a lump sum or an ANNUITY the FUND shall, notwithstanding any provision to the contrary, come to an agreement with the MEMBER or BENEFICIARY, to make payment of the benefit in some other manner, provided that this will not include payment in cash.
- 12.1.3 If no agreement has been reached after three months the TRUSTEES will decide whether the benefit shall be paid by way of a lump sum or an ANNUITY.
- 12.1.4 Payment of the benefit will be made at the FUND'S registered head office address by electronic FUNDS transfer. If a MEMBER or BENEFICIARY wishes payment to be made by cheque, such MEMBER or BENEFICIARY or NOMINEE will accept the risk thereof.

### **12.2 Benefits inalienable**

- 12.2.1 Save to the extent permitted by the ACT, the RULES, the INCOME TAX ACT, and the Maintenance Act, 1998, and Divorce Act 1979, no benefit provided for in the RULES (including an ANNUITY purchased or to be purchased by the FUND from an INSURER for a MEMBER), or right to such benefit, or right in

respect of contributions made by or on behalf of a MEMBER, shall be capable of being reduced, transferred or otherwise ceded, or of being pledged or hypothecated, or be subject to attachment or any form of execution under a judgment or order of a court of law, or to the extent of not more than R3000 (three thousand rand per annum, be capable of being taken into account in a determination of a judgment debtor's financial position in terms of section 65 of the Magistrates' Courts Act, 1944 as amended from time to time, and in the event of the MEMBER or BENEFICIARY concerned attempting to transfer or otherwise cede or to pledge or hypothecate such benefit or right, the FUND may withhold or suspend payment of it.

12.2.2 If the estate of any person entitled to a benefit payable in terms of the RULES is sequestrated or surrendered, such benefit shall not be deemed to form part of the assets in the insolvent estate of that person and may not in any way be attached or appropriated by the TRUSTEE in his insolvent estate or by his creditors.

12.2.3 Any benefit payable regarding a deceased MEMBER by the FUND shall not form part of the assets in the estate of such MEMBER.

### **12.3 Unclaimed benefits**

12.3.1 If a MEMBER or BENEFICIARY does not claim monies payable to him within 2 (two) years of the date of such monies becoming payable, other than in the case of death benefits payable, the monies will be paid into the Guardian's FUND or such other unclaimed benefits FUND decided by the BOARD.

12.3.2 Any costs incurred by the BOARD on behalf of the FUND as a consequence of tracing of MEMBER or BENEFICIARIES maybe recovered from the amount payable.

## **12.4 Currency**

All amounts payable to or by the FUND in terms of the RULES shall be payable in the currency of the Republic of South Africa.

## **12.5 Disposition of benefits upon divorce**

12.5.1 The FUND shall comply with all legislation relating to the payment of a MEMBER'S pension interest, as defined in the Divorce Act (as amended) to a non-member SPOUSE.

12.5.2 The FUND shall pay the assigned amount in accordance with the election of the non-member SPOUSE or other person designated in the court order, either directly to the designated person, or to another approved pension FUND on their behalf as specified in section 37D(4) of the ACT .

## **12.6 Tax**

Should benefits payable in terms of the RULES be, at any time subject to the payment of tax, in whatever form by a duly authorised taxing authority, such tax shall be deducted from any benefit payable in terms of these RULES.

## **12.7 Proof of claims**

The FUND shall not be obliged to grant any benefit unless it is satisfied with regard to the age of the MEMBER and with regard to any other circumstance which it considers relevant to the benefit and for which it requested proof or information.

## **12.8 Binding force of the RULES**

The RULES shall bind the MEMBER, the FUND and its officials and anyone who lays a claim in terms of the RULES or anyone whose claim is derived from the aforesaid claim.

## **12.9 Inspection of and copies of documents of the FUND**

The RULES, valuation report, if any and the latest financial statements of the FUND shall be open for inspection by MEMBERS at any reasonable time and they may, at a fee determined by the FUND, obtain copies of the RULES.

## **12.10 Amendments of the RULES**

12.10.1 The TRUSTEES may at any time amend the RULES in accordance with the requirements of the ACT, provided that:

12.16.1.1 the accrued rights and benefits in MEMBERS shall not be affected to their disadvantage;

12.16.1.2 the amendment is not inconsistent with the provisions of the ACT or the INCOME TAX ACT or any other applicable laws;

12.16.1.3 the ACTUARY certifies that any amendment having a financial impact on the FUND does not affect the financial soundness of the FUND.

12.10.2 The limitations above shall not apply to amendments that are required to give effect to a scheme approved by the REGISTRAR in terms of the ACT to restore the FUND to financial soundness.

12.10.3 The TRUSTEES shall submit any amendment to the RULES to the REGISTRAR and the REVENUE SERVICES in writing, for approval.

## **12.11 Termination**



12.11.1 Subject to the provisions of the ACT the FUND may be dissolved by the BOARD or by order of the court, in which event the BOARD or court shall appoint a liquidator, subject to the approval of the REGISTRAR.

12.11.2 In the event of the BOARD deciding to dissolve the FUND, the BOARD shall give the MEMBERS and the SPONSOR 3 (three) month's written notice of the intent to dissolve the FUND.

12.11.3 The liquidator shall be charged with the duties to ensure that:

12.11.3.1 no CONTRIBUTIONS may be received by the FUND after the date of liquidation (being the effective date of appointment of the liquidator by the REGISTRAR);

12.11.3.2 any benefits which become payable in terms of the RULES prior to the date of liquidation but have not been paid, are paid;

12.11.3.3 at the discretion of the liquidator, the MEMBER SHARE in respect of MEMBERS remaining in the FUND (after EXPENSES, including EXPENSES incurred during the liquidation, have been taken into account) shall be transferred for the exclusive benefit of the MEMBER concerned to any other APPROVED PRESERVATION PENSION FUND or be dealt with in such manner as legislation may allow, subject to the requirements of the REGISTRAR, the ACT and the REVENUE AUTHORITIES. For purposes of this RULE, "MEMBER" shall exclude all MEMBERS whose membership has terminated prior to the date of liquidation and shall in particular exclude those MEMBERS whose membership have ceased during the 12 (twelve) months immediately prior to the date of liquidation;

- 12.11.3.4 all UNCLAIMED BENEFITS shall be paid to the Guardian's FUND or to a FUND approved by the REGISTRAR to hold UNCLAIMED BENEFITS; and
- 12.11.3.5 once the liquidator is satisfied that the FUND has discharged all of its liabilities and that the FUND owns no further assets, then the liquidator shall apply to the REGISTRAR for the registration of the FUND to be cancelled.

### **12.12 Amalgamation of FUND**

The BOARD may decide to amalgamate the business of the FUND with any other APPROVED PRESERVATION PENSION FUND. Subject to the requirements of section 14 of the ACT and the necessary approval granted for the transaction, the FUND shall request the REGISTRAR to cancel the registration of the FUND in terms of the ACT after all the assets and liabilities of the FUND have been transferred to the other FUND.

### **12.13 Notices**

All notices and communication to the FUND shall be in writing, including communication via email or facsimile, addressed to the FUND at its registered address, or the address of the ADMINISTRATOR; and by the FUND to a MEMBER, former MEMBER or BENEFICIARY, at the last known address, including email or fax number, on record with the FUND.