



## VERSION 1.0 TERMS AND CONDITIONS OF THE ITRANSACT RETAIL STRUCTURED PRODUCT PLAN

These terms and conditions apply to investments made through the Itransact Retail Structured Product Plan

### DEFINITIONS

- “Administrator”** means Automated Outsourcing Services (Pty) Limited trading as Itransact, (with company registration number: 1997/013802/07) a limited liability company incorporated and registered under the laws of the Republic of South Africa (or its successors) and which is a licensed and authorised FSP in terms of FAIS who is duly authorised and mandated by the Investor to acquire the Securities on behalf of the Investor and enforce the rights and perform the obligations of the Investor under the Securities as detailed in the Transaction Documents; and who acts as the Investor Administrator and the “Asset Administrator” as contemplated in any applicable Pricing Supplements under but not limited to Warrant and Securities Programmes.
- “Application Form”** means the application form which each Investor or its duly authorised and mandated Financial Advisor (where applicable) must complete and sign prior to investing in any Product under the Plan.
- “Business Day”** means a day other than a Saturday or a Sunday or a scheduled or unscheduled official public holiday in the Republic of South Africa and on which the product issuer is open for investment banking business in Johannesburg, (ii) Securities markets and Securities exchanges are open for business generally in Johannesburg, and (iii) STRATE Limited is open for business generally and is operating in Johannesburg, or such other foreign stock exchange, its dealing restrictions and country law.
- “Early Redemption Charge”** means the additional charge for any redemption of a Product prior to its scheduled Maturity Date as specified in the Application Form.
- “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 redeem a Security prior to the scheduled maturity date of the relevant Product(s).
- “FAIS”** means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended.
- “FICA”** means the Financial Intelligence Centre Act, 38 of 2001, as amended.
- “Financial Advisor”** means a licensed and authorised FSP in terms of FAIS who is duly authorised and mandated to provide financial advice and financial services to the Investor.
- “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 the Application Form;
- “Investor”** means the person who has invested in a Product under the Plan and for whom the Administrator has opened a Plan Account and for whom the Administrator has purchased Securities.
- “Investment Amount”** means the amount specified from time to time by the Administrator in the Application Form payable by the Investor to the Administrator in respect of a Product.
- “Investment Confirmation”** means the welcome letter confirming the investment of the Investor in the Product under the Plan, which will be sent by the Administrator to the Financial Advisor and the Investor within 7 Business Days of the Investment Start Date.
- “Investment Start Date”** means the Business Day specified as such in the Product Brochure of the relevant Product.
- “Investment Schedule”** means the supplemental information provided in the Product Brochure and or Product Media.
- “Linked Shares”** means the equity Securities specified in the Investment Schedule and applicable Pricing Supplement, purchased on behalf of the Investor.
- “Nominee Company”** means Investors Independent Nominee (Pty) Ltd, or such other “Nominee” specified as such in the applicable Pricing Supplement, in each case a nominee company registered to operate in the STRATE environment by holding and registering Shares and Securities on behalf of the beneficial owners of such Shares and Securities.
- “Offer Period”** means the period during which the Product Provider offers potential Investors the opportunity to invest in the specific Product for which the Offer Period is open, as specified in the Investment Schedule and applicable Pricing Supplement.
- “Plan”** means the Itransact Retail Structured Product Note Plan.
- “Plan Account”** means an account opened by the Administrator in favour of an Investor on receipt by the Administrator of a completed and signed Application Form, all relevant accompanying documents and payment of the Investment Amount from that Investor.
- “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 Security selected by the Investor in the Application Form.
- “Product Terms and Conditions”** means the Terms and Conditions of the Plan.
- “Product Brochure and/or Media”** means in respect of each Product the relevant Product Brochure published by the issuer and/or Product Provider of the Product.
- “Product Provider and/or Issuer”** means the entity that distributes the Security through the Administrator.
- “Sanctions Lists”** means any of the sanction lists of HM Treasury in the United Kingdom of Britain and Northern Ireland, the Bank of England, the Office of Foreign Asset Control, the United Nations Security Council, the European Union, the US Treasury (under Section 311 of the USA PATRIOT Act as being of Primary Money Laundering Concern), each as amended, supplemented or substituted from time to time.
- “Securities”** means listed securities as contemplated in the Securities Services Act, 36 of 2004, as amended, which are listed on a stock exchange and made available to Investors by the Administrator from time to time through the Plan and as specified in the Product Brochure/Media.
- “Settlement Price”** means the proceeds payable to an Investor calculated as of the maturity date of the relevant Security as more fully explained in the Investment Schedule and/or the Product Brochure.

## **1. CONFLICT**

In the event of a conflict between the Product Terms and Conditions and the Plan Terms and Conditions, in respect of a Product, the Product Terms and Conditions shall prevail.

## **2. THE PLAN**

- 2.1. The Investor or the Investor's duly authorised and mandated Financial Advisor shall deliver to the Administrator the completed and signed Application Form in respect of a Product as well as proof of payment of the Investment Amount(s) into the Nominee Company's bank account. Please note that payment must be received prior to 11:00 Johannesburg time on the last Business Day of the Offer Period.
- 2.2. On actual receipt of the completed and signed Application Form, the relevant accompanying documents and proof of payment as contemplated above, the Administrator will in terms of the authority and mandate provided to it in the Application Form acquire the Securities on behalf of the Investor.
- 2.3. The Administrator will advise the Investor and/or the Investor's FSP or Financial Advisor by SMS message, if mobile telephone contact details were provided to the Administrator, that the Application Form and all the relevant supporting documents have been received, and if any delivery or submission of any outstanding or additional documents in terms of FICA, POCA, POCDATARA and/or the Product Provider's Sanctions Lists are required.
- 2.4. Once the Application Form and all the applicable supporting documents have been processed, the Administrator will within 7 (seven) Business Days of the Investment Start Date inform the Investor or the Investor's Financial Advisor of (i) the Investor's Plan Account number and (ii) the number of Securities purchased and acquired by the Administrator for and on behalf of the Investor.
- 2.5. If the Administrator is unable to acquire "whole" Securities (as most Securities cannot be sub-divided into fractions) the Administrator will also hold in the Nominee Company's bank account a cash balance as nominee for and on behalf of the Investor and any interest paid in respect of such cash balance will accrue for the benefit of the Investor.
- 2.6. All Securities purchased and acquired by the Administrator for and on behalf of the Investor as contemplated above will be registered in the name of the Nominee Company as nominee for and on behalf of the Investor. Each Security purchased and acquired by the Administrator for and on behalf of the Investor as contemplated above will be allocated to the Investor and the Investor will be reflected in the sub-register as the beneficial owner of the relevant Share.
- 2.7. Should the Investor wish to redeem his or her Securities prior to the scheduled maturity date, he or she shall, subject to all the early redemption provisions herein, deliver or submit a completed and signed Withdrawal Form containing such request to the Administrator. If the Investor redeems the Securities early, the Investor may receive back an amount which is less the Investment Amount. The Investor will also have to pay an additional administration Early Redemption Charge in respect of the additional administration required for purposes of the early redemption.
- 2.8. The costs (including commissions and transaction charges as set out in the Application Form) incurred in respect of the purchase, acquisition and registration of the Securities, and all associated transactions as detailed in the Investment Schedule and Transaction Documents shall be allocated to each Investor. It is important to note that since all these costs are integrated into the structure of the investment, the Investor will receive a 100% allocation of the Investment Amount to the investment in the relevant Securities.

## **3. INVESTMENT**

- 3.1. In respect of a Product, the Minimum Investment Amount is as specified in the relevant Product Brochure and the relevant Investment Schedule. For avoidance of doubt, the Investor can only invest the Minimum Investment Amount or more.
- 3.2. The Investor acknowledges that:
  - 3.2.1. when he/she/it pays the Investment Amount by way of an electronic bank payment via the internet, the receipt and/or recordal of such payment in the bank account of the Nominee Company may take up to 2 (two) Business Days from the date of making the electronic bank payment; and
  - 3.2.2. all documentation required by the Administrator under the Plan and/or in respect of an investment into a Product, shall be delivered to the Administrator on or before 11:00 Johannesburg time on the last day of the Offer Period for that Product, which is 5 (five) Business Days prior to the Investment Start Date. If the Investor fails to deliver the documents to the Administrator, the Administrator will deem the investment instruction as cancelled and will repay the Investment Amount less any costs incurred by the Administrator.
- 3.3. No interest accrued in respect of the Investment Amount(s) shall be payable by the Administrator to the Investor until all required completed and signed documents (including the relevant due diligence) have actually 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 in this Application Form. However, after the above requirements have been met, the Administrator will pay the interest earned into the bank account of the Nominee Company to the Investor. This interest payable will be capitalised and added to the Investor's Investment Amount for investment in the relevant Product.

#### **4. CLIENT IDENTIFICATION AND SCREENING**

- 4.1. In terms of FICA, POCA, POCDATARA and the Product Provider's Sanctions Lists, the Financial Advisor of the Investor shall satisfy himself/herself of the identity of the Investor and of the status of the Investor as sanctioned or non-sanctioned person or entity in terms of POCA, POCDATARA and the Product Provider's Sanctions Lists before concluding any transaction with the Administrator or with the Product Provider for and on behalf of the Investor.
- 4.2. The Investor shall provide his/her/its Financial Services Advisor and, if specifically so required, the Administrator, with certain information of a personal and financial nature required for purposes of identification and verification of the Investor in terms of FICA, POCA, POCDATARA and the Product Provider's Sanctions Lists. This documentation is specified in the FICA/POCA/POCDATARA/Product Provider's Sanctions Lists made available by the Administrator from time to time.
- 4.3. The Product Provider will screen the Investor and the investment in the Product on an ongoing basis in terms of FICA, POCA, POCDATARA and the Product Provider's Sanctions Lists.
- 4.4. The Administrator will identify Investment Amounts deposited by the Investor by reference to the cheque or direct debit instruction sent to the Administrator for purposes of investment in the relevant Product. If the Administrator cannot identify the Investor via the means of payment, the Administrator will request an alternative, acceptable means of identification and/or verification.
- 4.5. The Administrator shall not remit the proceeds of any sale of any Securities until the identity of the Investor and the sanctions status has been proven or verified to the satisfaction of the Financial Advisor and/or the Administrator and/or the Product Provider.
- 4.6. The Administrator may require different information depending on the nature of the Investor.
- 4.7. The Administrator may require additional documentation in respect of Application Forms in the name of natural persons, clubs, societies, partnerships, close corporations, trusts and companies during the application process.
- 4.8. In respect of all requests for information and documentation the Investor shall furnish the Administrator with certified copies of the relevant documents. The Administrator may request minutes of meetings of the relevant entities showing the intention to make an investment in the Plan and the Product(s) and appointing the authorised signatories. The Administrator requires specimen signatures of all the authorised signatories with full names and contact details together with copies of the identity documents and other FICA documents of the authorised signatories.
- 4.9. In terms of FICA, POCA, POCDATARA and the Product Provider's Sanctions Lists, the Administrator may require the Investor to provide it with proof of the Investor's current residential address. If an Investor cannot provide such proof, it may submit an affidavit confirming the Investor's current residential address. The Administrator may also require that the Investor provide it with proof of banking account particulars (for example, a cancelled bank current account cheque, or a bank statement).
- 4.10. The Investor warrants to and for the benefit of the Administrator and the Product Provider that the money, which he/she/it is investing in the Plan or Product(s), is not derived from the proceeds of unlawful activities or activities as defined and contemplated in POCA, POCDATARA and the Product Provider's Sanctions Lists.

#### **5. EARLY REDEMPTION OF THE INVESTMENT IN THE PRODUCT(S)**

- 5.1. **Cooling-Off Period.** Notwithstanding the provisions of the Plan and the relevant Product, but subject to the remaining provisions of this paragraph 6, each Investor has the right to terminate any investment in any Product under the Plan at any time up to 1 (one) Business Days prior to the Investment Start Date as detailed in the Investment Schedule. The termination or cancellation rights under this "Cooling-Off" period will lapse on the Investment Start Date.
- 5.2. **Cancellation of fixed term agreement.** Notwithstanding the provisions of the Plan and the relevant Product Terms and Conditions, but subject to the remaining provisions of this paragraph 6, each Investor has the right to terminate any investment in any Product by requesting the Administrator to redeem the Product early.
- 5.3. When the Investor wishes to early terminate his/her/its investment in the Security in terms of the provisions of this paragraph 6, the Investor shall instruct, or procure an instruction to, the Administrator, acting for and on behalf of the Investor, to complete and submit an Withdrawal Form to the Product Provider before 11:00 Johannesburg time on any business day.
- 5.4. On the early redemption, the Product Provider will calculate the early redemption amount which will be payable to the Administrator, for and on behalf of the Investor, and will within 5 (five) Business Days from that date pay the early redemption amount to the Administrator, who will receive the payment as duly authorised and mandated agent for and on behalf of the relevant Investor.
- 5.5. The Administrator will deduct from the early redemption amount which it received from the Product Provider an Early Redemption Charge as specified in the Application Form.
- 5.6. If the early redemption amount is a positive amount, the Administrator will pay this amount to the relevant Investor within 1 (one) Business Days after receipt of the payment of the early redemption amount from the Product Provider.
- 5.7. However, if the early redemption amount is a negative amount, the Administrator, acting as duly authorised and mandated agent of the relevant Investor, will pay the absolute value of this amount to the Product Provider within 1 (one) Business Days following the final calculation and determination of the early redemption. The Investor hereby authorises and mandates the Product Provider to deduct the early redemption amount from any other amount payable by the Product Provider to the Administrator for and on behalf of the Investor.
- 5.8. The Administrator may terminate its obligations under the Plan or under a Product only in the circumstances and on the terms contemplated in the relevant Technical Supplement of the Warrant Programme.

- 5.9. The Product Provider has the right to terminate any investment in any Product under the Plan. If following such termination the Product Provider is unable to deliver Securities to the Administrator, acting in its capacity as duly authorised and mandated agent of the relevant Investor, the Product Provider may determine an early termination amount as contemplated above and pay such amount to the Administrator within 5 (five) Business Days from the date of early termination.

## **6. REDEMPTION AT THE SCHEDULED MATURITY DATE**

- 6.1. On the scheduled maturity date of the Securities, the Securities will be redeemed and will expire and the Product Provider will pay the Settlement Price to the Administrator in terms of the Product under the Plan.
- 6.2. The payment will be made by the Product Provider to the Administrator, acting for and on behalf of the Investor, on the 5th (fifth) Business Day after the scheduled maturity date of the relevant Securities.
- 6.3. The Administrator will pay the Settlement Price to the Investor only on the 2nd (second) Business Day following the receipt of payment from the Product Provider.
- 6.4. After an early redemption of the Securities or after the scheduled maturity date of a Security, the administrator has no duty to pay any interest on any balance in the bank account of the Nominee Company if payment is made by the Administrator to the Investor within the 7 (seven) Business Day period as stated above. However, if the Administrator fails to make payment of these amount within 7 (seven) Business Day period stated above, the Administrator will pay interest to the Investor in respect of any cash balance held in the bank account of the Nominee Company for and on behalf of the Investor for every day exceeding the 7 (seven) Business Day period following an early redemption or the scheduled maturity date of a Security.

## **7. REGISTRATION OF SECURITIES**

- 7.1. The Administrator will provide the Financial Advisor and the Investor with a welcome letter and statements which record the price at which the Securities have been bought by the Administrator for and on behalf of the Investor. The Investor and/or the Investor's Financial Advisor must retain these statements for income tax purposes.
- 7.2. All the Securities bought by the Administrator for and on behalf of the Investor in terms of a Product under the Plan will be registered in the name of the Nominee Company as registered owner, but will be allocated to the Investor in the sub-register as the beneficial owner of the Securities.
- 7.3. The Administrator will provide the Financial Advisor and the Investor with statements, which will serve as proof of the Investor's beneficial ownership of the Securities.

## **8. TRANSACTION CHARGES AND FEES**

- 8.1. The transaction charges and fees are specified in the Application Form.
- 8.2. The Product Provider may vary any transaction charges or fees and the Administrator will provide the Financial Advisor and the Investor with a minimum of 3 (three) months' written notice of the decision by the Product Provider to vary any transaction or fees applicable to the Investor's investment in a Product under the Plan.

## **9. ALTERATIONS TO THE PLAN**

- 9.1. If requested by the Product Provider, the Administrator may amend these Terms and Conditions and amend the Plan Terms and Conditions relating to the minimum and maximum amounts accepted for investment and the transaction charges and fees set out in the Application Form after giving at least 3 (three) month's written notice to the Financial Advisor and the Investor.
- 9.2. If any of the Shares held in terms of a Product under the Plan are delisted, the Administrator would act on behalf of the Investor in respect of such Shares.

## **10. REPORTING TO INVESTORS**

- 10.1. The Administrator will provide the Financial Advisor and the Investor with all the relevant Plan Account details.
- 10.2. The Administrator will send semi-annual 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 or facsimile.
- 10.3. The Financial Advisor or an Investor may request a statement from the Administrator at any time, by written, faxed or telephonic request.
- 10.4. 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 in the relevant Security, the Administrator shall be entitled to regard the statement as being correct in every way.
- 10.5. 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.

## **11. FEES, COSTS AND EXPENSES**

The Administrator will collect and distribute the transaction charges and fees referred to in the Application Form.

## **12. RISKS AND RESPONSIBILITY**

- 12.1. The Administrator is not in a position to give advice as to whether direct investment in the Security or participation in a Product under the Plan is suitable for the Investor and can therefore not be held liable for any loss or damage which the Investor may suffer, except as a result of the Administrator's own default or negligence.
- 12.2. The Investor acknowledges for the benefit of the Administrator and the Product Provider that:
  - 12.2.1. he/she/it is aware that as with all equity investments, the market price of the Securities and the levels and values of the Indices will fluctuate according to market conditions, general sentiment and other factors; and
  - 12.2.2. the price at which the Securities trade on the JSE Limited and the levels and values of Indices and the income derived from Securities (if applicable) and the value of investments linked to Indices may go up or down and the Investor has no guarantee that he/she/it will receive the Investment Amount back, unless the relevant Securities in which the Investor is invested has a feature in terms whereof the Investment Amount is protected if the Investor remains invested in the Securities until the scheduled maturity date of the Securities and none of the extraordinary events specified in the Brochure and Transaction Documents have occurred in respect a Product under the Plan; and
  - 12.2.3. he/she/it must consult a professional investment, financial and tax Advisor if he/she/it requires assistance or advice in respect of investing in a Product under the Plan.

## **13. TAXATION**

- 13.1. The Investor expressly acknowledges to and for the benefit of the Administrator and the Product Provider that he/she/it does not regard any communication of whatsoever nature by the Administrator and/or the Product Provider in respect of the Plan or any Product under the Plan to be tax advice to the Investor.
- 13.2. The Investor undertakes to obtain his/her/its own professional advice on the tax consequences of an investment in a Product under the Plan.
- 13.3. The Investor expressly confirms to and for the benefit of the Administrator and the Product Provider that he/she/it does not and will not rely on any communication whatsoever from the Administrator and/or the Product Provider as advice on the tax consequences of an investment in a Product under the Plan.

## **14. ELECTRONIC TRANSACTIONS**

- 14.1. The Investor consents that the Administrator may implement all instructions and applications received via e-mail or fax which appear to emanate from the Investor's Financial Advisor or from the Investor, provided that such instructions comply with the necessary FICA and due diligence requirements as detailed on the FICA check list and the Application Form.
- 14.2. The Investor indemnifies the Administrator against any losses, claims or damages arising from acting on such instructions or applications, notwithstanding that it may later be proved that any such instructions were not provided by the Investor's Financial Advisor or by the Investor.
- 14.3. The Investor acknowledges that the electronic records of all instructions and applications processed by/or on behalf of the Investor shall constitute prima facie proof of the contents of such instructions and applications.

## **15. TIMING STANDARDS RELATING TO CERTAIN ADMINISTRATIVE STANDARDS**

- 15.1. If an Application Form is actually received by the Administrator, (fully and correctly completed, signed, all required FICA, POCA, POCDATARA and Product Provider's Sanctions Lists documentation attached and the Investment Amount deposited or transferred and reflected in the relevant bank account) before 11:00 Johannesburg time on any Business Day, such Application Form will be processed on the Administrator's system the same or the following Business Day.
- 15.2. The Investor acknowledges that:
  - 15.2.1. electronic banking transactions via the internet may take up to 2 (two) Business Days to appear on the relevant bank account statement; and
  - 15.2.2. as per banking legislation, cheque deposits will need to undergo a clearing period of 10 (ten) calendar days within the Rand Monetary Area, and 15 (fifteen) calendar days outside the Rand Monetary Area (that is from Lesotho, Namibia and Botswana) and that the money will therefore only be available for investment after the relevant clearing period; and
  - 15.2.3. if all outstanding documentation is not furnished within 3 (three) Business Days of the end of the Offer Period for the Product in which the investment is to be made, the Investor's money will be repaid and the application will be automatically cancelled.
- 15.3. Withdrawal Forms are available from the Administrator. Upon receipt of a request (written, faxed, emailed or telephonic) for an Withdrawal Form, the Administrator will send the Withdrawal Form to the Financial Advisor or the Investor (by mail, e-mail or fax) within 24 (twenty four) hours of the request.

- 15.4. Should the Investor's banking details provided on the Withdrawal Form differ to the banking details recorded on the Investor's Plan Account, 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 a Product under the Plan.

## **16. GENERAL**

- 16.1. The Administrator will use commercially reasonable endeavours to ensure that any instructions received from the Financial Advisor or an Investor are carried out within a period reasonable to the nature of the instruction, and in accordance with the Administrator's own timing standards, which the Administrator may vary within reason when required through business circumstances. Due to the fact that the agreements comprising the Product are entered into with the Product Provider and the Securities are bought on the Securities exchange, there may be circumstances beyond the Administrator's control, which might lead to it not being able to adhere to its timing standards.
- 16.2. The buying and selling of the Securities and the actions in terms of the Plan and Product will be administered by the Administrator for and on behalf of the Investor, but always subject to any terms and conditions of the relevant Product and the Plan.
- 16.3. Should the Investor elect to deal with the Administrator through the Financial Advisor whose details may appear on the Application Form it will be assumed that all future dealings will also, until the Administrator is advised otherwise, take place through that Financial Advisor and/or the Investor.
- 16.3.1. The Financial Advisor is appointed by the Investor to be his/her/its duly authorised and mandated agent for the purposes of effecting, maintaining and servicing the investment in the Product under the Plan.
- 16.3.2. The Investor acknowledges that the appointed Financial Advisor is entitled to the fees, as agreed between them and set out in the Application Form, for the financial services rendered to the Investor.
- 16.3.3. The Investor authorises the Administrator to deduct any agreed fees payable to the Financial Advisor from the investment and to pay any such fees to the Financial Advisor.
- 16.3.4. If the Investor terminates his/her/its relationship with the appointed Financial Advisor through whom this Application Form has been submitted to the Administrator, and intends to continue dealing with the Administrator through another Financial Advisor (that the Administrator has authorised to market its products), the Investor shall inform the Administrator of this fact in writing. The Administrator will notify the Financial Advisor whose mandate has been terminated of this fact at the number or address available to the Administrator at that time.
- 16.3.5. The Administrator shall thereafter continue to pay any fees (if any) to the newly appointed Financial Advisor, of the Investor unless advised to the contrary by the Investor.
- 16.4. Should the Investor have entered into a discretionary mandate with a discretionary Financial Advisor, in terms of which the mandated Financial Advisor may exercise a discretion on behalf of the Investor as to the selection investments to be invested in, then a certified copy of such discretionary mandate together with a certified copy of Financial Advisor licence, shall accompany the Application Form.
- 16.4.1. The Administrator shall assume that this discretionary mandate will remain in force until cancelled in writing by the Investor.
- 16.4.2. The Investor shall provide the Administrator with a copy of the cancellation notice in terms whereof the discretionary mandate of the discretionary Financial Advisor is cancelled.
- 16.4.3. However, for as long as the discretionary mandate is according to the records of the Administrator still in place, the Administrator may accept instructions from the discretionary Financial Advisor as duly authorised and duly mandated agent of the Investor.
- 16.5. The Administrator will inform the Financial Advisor and the Investor if for any reason a Product under the Plan or the Plan itself is suspended for further investments in the Product or the Plan.
- 16.6. Neither the Administrator nor the Product Provider will be held responsible or liable for any damages and/or losses (including indirect and consequential losses) sustained by the Investor arising from or caused by:
- 16.6.1. errors, actions or omissions by third parties providing the investments underlying the Product under the Plan or the Plan; or
- 16.6.2. any time calculation standards, practices and procedures of these third parties or their delay of early redemptions or on maturity of the Product(s); or
- 16.6.3. any tax or levy of whatever nature imposed by any local, provincial, national or other authority as a result of the Investor's participation or investment in the Product under the Plan or the Plan; or
- 16.6.4. the Administrator's acting on any instructions that were transferred by unauthorised persons by means of telephone, fax, electronic mail or the internet, provided that the Administrator exercised reasonable care to establish the identity of the Product Provider of the instructions.

## IMPORTANT DISCLOSURES

### DISCLOSURE IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARIES SERVICES ACT 37 OF 2002

#### COMPANY INFORMATION

Registered Name	Automated Outsourcing Services (Pty) Ltd
Branded As	Itransact
Registration Number	1997/013802/07
FSP License Number	650
Compliance Officer	Moonstone Compliance (Pty) Ltd
Compliance Telephone	011 5616600
Compliance Email	compliance@itransact.co.za
Key Individuals	Mark Baisley, Mark Gill
Professional Indemnity and Fidelity Cover	Hollard Insurance

#### PRODUCTS APPROVED

##### Category I (Intermediary Services)

Long-term Insurance Category C; Retail pension benefits; Securities and Instruments: Shares, Money market instruments, Debentures and securitised debt, Bonds; Derivative Instruments; Participatory interests in Collective Investment Schemes; Deposits defined in the Banks Act – exceeding 12 months and 12 months or less.

##### Category III (Administrative FSP)

Long-term Insurance Category C; Retail pension benefits; Securities and Instruments: Shares, Money market instruments, Debentures and securitised debt, Bonds; Derivative Instruments; Participatory interests in Collective Investment Schemes; Long-term Deposits and Short-term Deposits.

#### COMPLAINTS RESOLUTION POLICY

The Administrator is committed to comply with FAIS since the purpose of this 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](http://www.itransact.co.za) or by contacting us.

#### CONFLICT OF INTERESTS MANAGEMENT POLICY

A Conflict of Interest Management 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 | Fax 086 743 6959 | Email [info@itransact.co.za](mailto:info@itransact.co.za)

##### Investor Support Centre

Telephone 086 146 8383 | Fax 086 743 6959 | Email [investor@itransact.co.za](mailto:investor@itransact.co.za)

[www.itransact.co.za](http://www.itransact.co.za)