

Automated Outsourcing Services (Pty) Ltd, trading as Itransact, is the Provider and Administrator of the Securities Investment Plan.

## DEFINITIONS

The following terms have the meanings given to them below:

- “**Administrator**” means Automated Outsourcing Services (Pty) Ltd (company registration number 1997/013802/07) an administrative financial services provider licensed in terms of FAIS; or such other party that may be appointed to administer the Plan;
- “**Application Form**” means the Administrators new business form of which these terms and conditions are a part;
- “**Business Day**” means any calendar day which is not a Saturday, Sunday or official public holiday in South Africa;
- “**Cash Fund**” means the bank account held in the name of the Nominee Company through which transactions in Securities under the Plan are settled;
- “**FAIS**” means the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended or replaced from time to time;
- “**FICA**” means the Financial Intelligence Centre Act, No. 38 of 2001, as amended or replaced from time to time;
- “**Investor**” means an investor in whose name the Administrator has opened an account under the Plan, in accordance with these terms and conditions and includes a natural person, a legal person, the trustee(s) of a trust and a partnership;
- “**Nominee Company**” means Investors Independent Nominee (Pty) Ltd, a nominee company which is approved to operate in the STRATE environment and which is approved in terms of FAIS to act as independent nominee for the Administrator;
- “**Plan**” means the Securities Investment Plan;
- “**Quarterly**” means at three-month intervals during the calendar year;
- “**Securities**” means the shares and other financial instruments which are listed on a stock exchange and made available to Investors by the Administrator from time to time through the Plan and includes securities in exchange traded products;
- “**STRATE**” means the South African Central Securities Depository.

## 1. THE SECURITIES INVESTMENT PLAN

General conditions that apply to making investments in the Plan

(Note that the Administrator’s cut off times, timing standards and all fees and charges applicable at the time shall apply to all conditions related to operating the Plan.)

- 1.1. The Plan allows for Securities to be purchased, sold and transferred in accordance with these terms and conditions.
- 1.2. Securities acquired under the Plan will be held in the name of the Nominee Company, for the benefit of the Investor.
- 1.3. The Nominee Company will maintain a register recording the beneficial ownership of all Securities held in its name. The Nominee Company will keep a record of the amount held in the Cash Fund which is attributable to each Investor.
- 1.4. The Administrator performs all administration functions in respect to the Plan. The Administrator is entitled to delegate any administration function to a suitable third party.
- 1.5. This application for investment will not be processed until all the details and documentation requested in the Application Form have been supplied to the Administrator, together with any outstanding requirements in terms of any law affecting the purchase of securities; and in the case of a lump sum investment, the full amount that is to be invested has been received in the specified bank account.
- 1.6. The Administrator reserves the right, in its sole discretion, to decline an application if the application is not to the Administrators satisfaction.
- 1.7. The Administrator will advise an applicant, using the contact details provided in the Application Form, that an Application Form has been received and if there is any outstanding information and/or documentation.
- 1.8. Once the Application Form has been accepted, the Administrator will open an account in the name of the Investor and funds received will be invested in accordance with these terms and conditions. The Administrator will inform the Investor, within 5 days, of the Investor’s account number and will provide details of the Securities purchased.
- 1.9. If in any instance funds are received from an Investor or prospective Investor, but information and/or documentation is outstanding, if such outstanding information and/or documentation is not provided within 14 Business Days of notification by the Administrator of the outstanding item(s), funds may be returned to the Investor and the application (whether for a new or additional investment) may be cancelled.
- 1.10. Investments in the Plan are subject to such minimum investment amounts as determined by the Administrator from time to time and are set out in the Application Form.
- 1.11. Important cut-off times and timing standards are applicable to investments in the Plan and are described in detail further below.

## **2. REGULAR INVESTMENTS BY DEBIT ORDER**

- 2.1. To invest in the product on a regular basis, the appropriate sections on the Application Form authorising the debit order collection must be completed. Bank accounts will be debited on the date selected by the Investor, unless the applicable day is not a Business Day, in which case the debit order will operate on the next Business Day.
- 2.2. A debit order instruction will be loaded for the next scheduled debit order run in the month that the Application Form has been submitted, but subject to clause 2.3.
- 2.3. Debit order instructions must be received by the Administrator at least 10 Business Days prior to the desired action date. Instructions received after that period will be processed in the following month.
- 2.4. Any Securities acquired on behalf of the Investor will only be held for the benefit of the Investor after the debit order has been cleared by the Investor's bank. Should such amount not be cleared within 40 days of the debit order having been submitted, any Securities acquired will be sold by the Administrator and any loss incurred on such sale will be recovered from the Investor by the Administrator, together with the rejection charge referred to below.
- 2.5. Debit orders that are rejected by the Investor's bank will attract a Rejection Fee, this fee will be charged by the Administrator to the Investor in line with the Administrator's bank's debit order rejection fee policy. Furthermore, when the debit order is re-submitted, the price at which the selected Securities are purchased will be the price applicable on the day that the debit order is resubmitted.
- 2.6. In terms of a tax free investment (TFSA) please take note of the maximum permissible annual investment amount as stipulated by SARS from time to time.

## **3. LUMP SUM INVESTMENTS**

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

## **4. ADDITIONAL INVESTMENTS**

### **Lump sum investments**

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

### **Once Off Electronic Collection by the Administrator**

Electronic once off lump sum collection instructions must be received by the Administrator at least 3 Business Days prior to the chosen collection date. Instructions received after that period will be processed on the next sequential collection date. Note that each lump sum collection is limited to increments of R500 000 per collection. Securities shall only be acquired on behalf of the Investor after the investor's bank has cleared such funds. This could take up to 40 days of the debit order having been submitted to the investor's bank.

### **Electronic Internet Transfer**

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

## **5. CONDITIONS THAT APPLY TO THE PURCHASE OF SECURITIES THROUGH THE PLAN.**

- 5.1. All investments made pursuant to this application will be subject to the rules and/or conditions that govern the investments in question, as determined from time to time by law and/or by the investment provider/product supplier. Such rules and/or conditions may be obtained from the investment provider/product supplier.
- 5.2. Securities cannot be sub-divided and a fraction of a Security cannot be purchased.
- 5.3. Where the Administrator is unable to acquire whole Securities, any cash balances will be held in the Cash Fund and interest, at the rate received from time to time by the Administrator, will accrue for the Investor's benefit on such balances.
- 5.4. On a quarterly basis, such cash balances shall be used to buy the maximum number of Securities that can be purchased, after accruing for any fees and costs applicable to the Plan. Certain exceptions to this quarterly process determined by the Administrator, may apply from time to time.
- 5.5. The Administrator will arrange for the purchasing of Securities through the brokerage selected by the Administrator from time to time for this purpose.
- 5.6. Orders from Investors for the purchase of identical Securities are aggregated.
- 5.7. The cost per Security to each Investor is that Investor's proportionate share of the total cost of acquiring the identical Securities purchased under the Plan on the relevant Business Day.
- 5.8. The Administrator usually arranges for the acquisition of Securities through the market at the best offer price available at the time the order is placed.
- 5.9. Prices at which Securities are acquired cannot be guaranteed or determined in advance and no price limits on orders will be accepted.

- 5.10 In terms of a tax free investment (TFSA) please take note of the maximum permissible annual investment amount as stipulated by SARS from time to time..

## **6. THE FINANCIAL INTELLIGENCE CENTRE ACT**

- 6.1 In terms of FICA, the Administrator is required to satisfy itself of the identity of an Investor before entering into a business relationship or concluding a single transaction with an Investor. In order to achieve this, the Investor will be required to provide certain information of a personal and financial nature. The complete list of FICA requirements is available from the Administrator.
- 6.2 The Administrator may require the Investor to provide additional information as may be required from time to time in order to satisfy the requirements of FICA and/or any internal rules or procedures that the Administrator may have in this regard.

## **7. INTEREST ON NEW INVESTMENTS AND DISPOSALS**

- 7.1 No interest shall be payable to the Investor in respect of any funds received for investment into the Plan, unless the funds have not been processed for investment by the time that one completed Business Day after the receipt of the funds and all the information and documentation required by the Administrator has expired.
- 7.2 Should the Investor dispose of any Securities, no interest shall be payable on the proceeds of the sale of the Securities if such proceeds are paid to the Investor before the end of the first complete Business Day after receipt of the proceeds by the Nominee Company.
- 7.3 No interest shall be payable to the Investor during the execution of any switch instruction unless the Administrator does not adhere to the timing standards as set out in these terms and conditions.
- 7.4 Any interest that becomes payable to an Investor shall be paid at the interest rate received from time to time by the Administrator.

## **8. REPORTING TO INVESTORS**

- 8.1 Statements will be provided to Investors as required by FAIS. in. The Investor may consent in writing, to not receive a statement where the Investor is able to access the information continuously as made available by the Administrator through other means such as the internet.
- 8.2 The Investor must consent in writing where a statement is required to be sent to the Investor's FSP.
- 8.3 Quarterly statements are evidence of the Investor's ownership of the Securities acquired under the Plan and should be retained indefinitely. The statements will also record the price at which Securities have been bought and sold for the Investor's benefit and should be retained for tax purposes.
- 8.4 Should the Administrator not receive any notification within 30 days of any statement having been sent to the Investor that the statement contains errors or is not a true reflection of the Investor's investment, the Administrator shall be entitled to regard the statement as being correct in every way.
- 8.5 Tax certificates reflecting taxable income, capital gains and/or capital losses, as applicable for the financial year, will be sent to Investors by the Administrator annually.

## **9. DISTRIBUTIONS**

- 9.1 Distributions accrue to the Investor as and when they are declared. The Investor may elect to reinvest distributions or to have distributions paid out, by marking the appropriate box in the Application Form. The Investor may change his/her election by written instruction to the Administrator.
- 9.2 Where the Investor has elected to have distributions paid out, the Administrator will, subject to minimum amounts determined from time to time by the Administrator and after accruing for any fees and costs payable, transfer the funds electronically to the Investor's bank account.
- 9.3 The Investor's bank details must be provided in the applicable section of the Application Form to facilitate this process.
- 9.4 Distribution payments will be made within 7 Business Days after the distribution payment has been received by the Nominee Company. Where payment cannot be made, for example, due to incorrect banking details having been provided, the distributions status will be amended to reinvest and will automatically be reinvested on behalf of the Investor and will continue to be reinvested until such time as amended banking details are supplied by the Investor for pay out of distributions to resume. No payment will under any circumstances be made into a third party's bank account or into a foreign bank account.
- 9.5 Distributions of less than an amount determined by the Administrator from time to time will be automatically reinvested.
- 9.6 Where distributions are to be reinvested, a realignment process is followed on a quarterly basis and, subject to enough cash being available, it will be used for the benefit of the Investor to buy the maximum number of Securities that can be purchased, after accruing for any fees and costs payable. Certain exceptions to this quarterly process determined by the Administrator, may apply from time to time.

- 9.7. In all instances, no Securities will be purchased unless and until the cash balance held for the Investor's benefit in the Cash Fund is sufficient to purchase at least one Security. Any balance of un-invested cash will be held in the Cash Fund and interest at the rate received from time to time by the Administrator, will accrue for the Investor's benefit on such balances. and be added to future contributions for later investment which takes place on a quarterly basis.

## **10. SALE OF SECURITIES**

- 10.1. Subject to the conditions and restrictions described in these terms and conditions, the Administrator will procure the sale of all or part of any holding of Securities within the Plan upon receiving a lawful instruction to do so from the Investor, on the Administrator's relevant instruction forms or systems.
- 10.2. A 40 day holding period applies to Securities bought by debit order and such Securities may not be sold until such holding period has expired.
- 10.3. The Administrator will not procure the sale of Securities which have a market value of less than an amount which is determined by the Administrator from time to time unless all Securities held by the Investor under the Plan are being redeemed.
- 10.4. If a sale instruction is received for an Investor's entire holding where investments are made by debit order, such debit order will continue unless cancelled at the Investor's instruction.
- 10.5. The Administrator cannot arrange for the sale of any Securities held outside the Plan.
- 10.6. The Administrator will procure the sale of all of the Securities for which sale instructions have been received from an Investor, through the brokerage selected by the Administrator from time to time for this purpose, at the best bid price available at the time the order is placed. Prices cannot be guaranteed or determined in advance and no price limits on orders will be accepted. The proceeds of sale due to each Investor will be his or her proportionate share of the total proceeds realised from the sale of identical Securities on that Business Day, less the applicable fees and charges.
- 10.7. No payment will be made into a third party's bank account or into a foreign bank account under any circumstances.
- 10.8. If the market value of the Securities held under the Plan falls below an amount determined by the Administrator from time to time, will result in the sale of all Securities held by the Investor.

## **11. TRANSFER OF SECURITIES OUT OF THE PLAN**

- 11.1. Securities may be transferred out of the Plan to a registered custodian or stock broking custody account. In order to do this, a written and signed instruction on the Administrator's relevant form must be provided to the Administrator, a fixed transfer out fee as determined by the Administrator from time to time will be charged by the Administrator for performing this service.

## **12. CESSION OF SECURITIES**

- 12.1. Only outright cessions, transfer of ownership or security cessions are allowed under the Plan.
- 12.2. The Investor may transfer the beneficial ownership of the Securities held for his/her benefit within the Plan to another person (who will then become an Investor, if he/she is not already an Investor); provided that a written and signed instruction on the Administrator's relevant form has been submitted to the Administrator, stating the beneficiary existing Plan account details (if applicable). If the beneficiary is not an existing Investor, this instruction must be accompanied by a fully completed Application Form together with all the supporting documentation required by the Administrator. In addition, any applicable fees and charges that apply at the time have been paid.
- 12.3. When an Investor transfers the beneficial ownership of all Securities held for his/her benefit under the Plan to another person, any balance held for the Investor's benefit in the Cash Fund will be paid to the Investor.
- 12.4. In the event of a security cession, any cession of the Investor's rights must be in writing and signed by the Investor. The Administrator will only note the cession in its records and act in accordance therewith on receipt of written notification of the cession from the Investor together with such additional information as the Administrator may require.

## **13. SWITCHING SECURITIES**

- 13.1. In order for an Investor to switch from one Security to another, the Administrator's relevant form must be completed and provided to the Administrator.
- 13.2. A switch involves a sale and purchase in the market.
- 13.3. You may not convert or switch an existing securities investment with us into a tax free investment.

## **14. RIGHTS OF BENEFICIAL OWNERS OF SECURITIES**

- 14.1. The Investor hereby confirms that the Administrator shall not be required to provide the Investor with any information that any product supplier, including, but not limited to a collective investment scheme or listed company, is obliged to disclose in terms of any law.

- 14.2. Annual financial statements and documentation relating to other official announcements by Security Providers can, however, be requested by the Investor as if he/she was a registered holder of such Securities outside of the Plan. Investors have the same rights in respect of Securities held for their benefit via the Plan as direct holders of such Securities.
- 14.3. The Investor will be timeously notified by the Administrator of any matters or proposals requiring his/her attention as the beneficial owner of Securities held via the Plan.

## **15. FEES AND CHARGES**

- 15.1. The full set of fees and charges related to the Plan (including other parties involved in transactions) are available from the Administrator.
- 15.2. The fees charged by the Administrator may be varied on three months' prior written notice to the Investor. The Administrator, where applicable will notify the Investor of changes to any fees or charges charged by other parties.
- 15.3. The annual Administration Fee, as specified in the Application Form, shall be calculated as a percentage of the daily market value of each Security and the respective Cash Fund held by the Investor under the Plan and will be deducted quarterly from the cash balance held for the benefit of the Investor in the Cash Fund. If there is insufficient funds held for the benefit of the Investor in the Cash Fund to cover the Administration Fee, the minimum number of Securities will be sold to pay for this fee. Securities will be sold across an Investor's holdings, in proportion to such holdings.
- 15.4. Should the Investor wish to withdraw his/her investment from the Plan, either through the sale or transfer of Securities, the Administrator will recover the pro rata portion of the annual Administration Fee due. This will be done before the Securities are transferred or before the realisation proceeds are paid out.
- 15.5. In the event of an Investor transferring Securities held under the Plan out of the Plan, a transfer out fee as set by the Administrator from time to time will be charged per Security. This fee is due and payable to the Administrator upon instruction for the transfer.
- 15.6. The Administrator reserves the right to pass on or charge the Investor with any duty or tax payable on or in respect of transfers into or out of the Plan, where there is a change of beneficial ownership.
- 15.7. If, in any instance, there are insufficient funds held for the benefit of the Investor in the Cash Fund to pay any fee or charge, the Administrator shall be entitled to sell Securities held by the Investor under the Plan in order to cover such fee or charge. In such an instance, Securities will be sold across an Investor's holdings, in proportion to such holdings.

## **16. TERMINATION OF PARTICIPATION BY THE INVESTOR**

- 16.1. Investors may close their Plan account at any time by giving a written and signed instruction acceptable to the Administrator. If notice to terminate a debit order is received on or after a debit order action date, the debit order will proceed and the contribution received will be invested.
- 16.2. In the event that an Investor cancels a debit order investment into the Plan, the Investor's existing investment in the Plan will continue unless the Administrator is instructed to close the Investor's Plan.

## **17. DEATH OF AN INVESTOR**

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

## **18. TERMINATION OF THE PLAN BY THE ADMINISTRATOR, CHANGE OF ADMINISTRATOR AND ALTERATIONS TO THE PLAN**

- 18.1. The Administrator may terminate the Plan by giving at least three months' prior written notice to all Investors. At the end of the period of notice, the Administrator will close all Plan accounts and transfer the respective Securities to the Investor's custodian account free of charge, where such custodian has been nominated by an Investor. Where no custodian has been nominated, the Securities will continue to be held by the Nominee Company. All cash balances attributable to an Investor will be paid to the Investor. If payments continue to be made to the Administrator after the termination date, the Administrator will hold such payments on account until instructions are received from the Investor.
- 18.2. The Administrator may amend the terms and conditions of the Plan on three months' written notice to Investors.
- 18.3. The Administrator may appoint another party to administer the Plan in its place in which case all its rights and obligations under the Plan will be ceded and assigned to such new Administrator, without obtaining the Investor's consent. Any such change will be communicated to Investors.

- 18.4. If, for any reason, further investments in any Security are suspended or a Security ceases to be listed on a stock exchange, the Administrator will, as soon as reasonably possible, inform the Investor of the suspension or delisting, as the case may be and the Investor's contributions which would otherwise have been invested in the affected Security will be held in the Cash Fund until alternative instructions are received or in the case of a suspension, until such suspension is lifted. In all instances the Administrator shall deal with suspended or delisted Securities held under the Plan as required by and subject to the requirements of any applicable law, stock exchange and/or regulator.

## **19. RISKS AND RESPONSIBILITY**

- 19.1. The Administrator is not in a position to give advice as to whether direct investment in Securities or participation in the Plan is suitable for any Investor. The Investor acknowledges that no reliance has been placed on advice given by the Administrator and that the Administrator acts solely as executor of all instructions given.
- 19.2. The Administrator cannot be held liable for any loss that may be suffered by the Investor, except for loss which results directly from the Administrator's own negligence, fraud or wilful misconduct. The Investor indemnifies the Administrator against any claims and/or losses arising from the performance of the Administrator's functions in respect of the Plan, unless such claim and/or loss is directly attributable to the Administrator's negligence, fraud or wilful misconduct.
- 19.3. The Administrator shall not under any circumstances whatsoever be liable for any indirect or consequential cost, damage, loss or liability, unless this limitation is not permitted by law.
- 19.4. It is always the Investor's responsibility to ensure that any instruction and/or documentation sent to the Administrator is actually received by the Administrator.
- 19.5. If the Administrator can prove that it has sent any information or document to the Investor, using contact details provided by the Investor, the Administrator shall not be liable should such information or document not be received by the Investor.
- 19.6. The Administrator shall not be liable for any loss that the Investor may suffer as a result of any act or omission of any third party which provides the Securities or is otherwise involved in the transactions that take place under the Plan. The Investor specifically acknowledges that the Administrator does not control and cannot be held responsible for any time calculation standards, practices and procedures of such third parties or their delaying any sale or their refusal to allow sales at a specific date or price.
- 19.7. The Administrator shall not be liable for any loss caused by a delay in executing any instruction or transaction where such delay results from a cause which is beyond the reasonable control of the Administrator.
- 19.8. The Administrator does not in any way guarantee the performance of the investments.
- 19.9. As with all stock exchange investments, the market price of Securities will fluctuate according to market conditions, general sentiment and other factors. The price at which Securities trade on the applicable stock exchange and the income derived from Securities may go up or down and the Investor has no guarantee that he/she will recoup the original amount invested. Past performance is no guarantee of future returns. The Investor should consult a professional advisor if he/she requires assistance or advice.
- 19.10. The value of investments in foreign currency may fluctuate materially due to changes in exchange rates.
- 19.11. The onus rests with the Investor to ensure that no legislation or law in the Investor's jurisdiction is contravened as a consequence of investing in the Plan.

## **20. TAXATION CONSEQUENCES**

- 20.1. Investors should seek their own professional tax advice. The Investor acknowledges that no advice has been received from and no representations have been made by the Administrator in relation to the tax consequences of investing in the Securities held under Plan.
- 20.2. The Administrator cannot be held responsible for any tax, duty or levy of whatever nature imposed by any local, provincial, national or other authority which impacts on the Investor's investment in the Plan. The Investor shall be liable to pay any such tax, duty or levy and where required to do so, the Administrator shall withhold any such tax, duty or levy and pay it to the relevant authority where required to do so.
- 20.3. Withholdings Tax on Dividends is a tax on local dividends received by the beneficial owner of a Security. The rate at which tax will be withheld will be 15% unless exemption has been received from the South African Receiver of Revenue (SARS). If exemption has been received the rate may be less than that of 15%.
- 20.4. Where the Security is acquired through an intermediary such as a Linked Investment Services Platform, it will be up to the intermediary to withhold the Tax on Dividends and pay this over to SARS. The Administrator of this product is such an intermediary, and is therefore required to withhold the tax on the dividend component of any distribution declared by the applicable Security and pay this tax over to SARS.

### **20.5. Exemption For Investors**

Certain investors will be exempt from Withholdings Tax on Dividends while others may pay a reduced rate of tax. It is your responsibility to advise AOS if you are either exempt or liable for Withholdings Tax on Dividends at a reduced rate.

## 20.6. The entities listed directly below are all exempt from dividend tax

- a company which is resident in South Africa
- the Government, provincial government or municipality (of the Republic of South Africa)
- a public benefit organisation (approved in terms of s30(3) of the Income Tax Act)
- a trust contemplated in section 37A of the Income Tax Act
- an institution body or board contemplated in section 10(1)(cA) of the Income Tax Act
- a fund contemplated in section 10(1)(d)(i) or (ii) of the Income Tax Act
- a person contemplated in section 10(1)(t) of the Income Tax Act (CSIR, SANRAL etc)
- a shareholder in a registered micro business as defined in the Sixth Schedule to the Income Tax Act to the extent that the aggregate amount of the dividends paid by that registered micro business to its shareholders during the year of assessment in which that dividend is paid does not exceed R200 000
- a person that is not a resident and the dividend is a dividend contemplated in paragraph (b) of the definition of "dividend" in section 64D

## 20.7. Requirements for investors

If you are not an entity or person listed above as being exempt from Withholdings Tax on Dividends then you will not be required to do anything and should select the block called "Not Exempt". AOS will withhold 15% of the dividend and pay it to SARS on your behalf. If you are an entity or person listed in the exemption list then you will be required to complete and sign a declaration form and return it to the Administrator. Where you are a juristic entity the declaration will need to be accompanied by a resolution giving the signatory the relevant authority to sign the declaration. A declaration may be obtained by contacting the Administrator.

## 21. ELECTRONIC INSTRUCTIONS AND RECORDS

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

## 22. TIMING STANDARDS RELATING TO CERTAIN TRANSACTIONS

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

### 22.2. New Business

**Any Application Form received by the Administrator, which is fully and correctly completed and signed, has all the required FICA and other documentation attached and where the funds reflect in the applicable bank account before 11h00 on any Business Day, may be processed on the Administrator's system on that Business Day or on the following Business Day. If this takes place after 11h00 on any Business Day, the application may be treated as if it had been received before 11h00 on the next Business Day. The Investor will receive the price applicable on the day of processing. Internet banking payments may take up to two Business Days to reflect in the applicable bank account. Please note that no cheque deposits are accepted by the Administrator.**

### 22.3. Additional Investments

**Any Additional Investment Form received by the Administrator, which is fully and correctly completed and signed, has all the required FICA and other required documentation attached and where the funds reflect in the applicable bank account before 11h00 on any Business Day may be processed on the Administrator's system on that Business Day or on the following Business Day. If this takes place after 11h00 on any Business Day, the additional investment application may be treated as if it had been received before 11h00 on the**

next Business Day. The Investor will receive the price applicable on the day of processing. Internet payment transactions may take up to two Business Days to reflect in the applicable bank account. Please note that no cheque deposits are accepted by the Administrator.

#### **22.4. Debit Orders**

Any debit order instruction, whether in respect of a new application or an additional investment, received by the Administrator, fully and correctly completed on the applicable form and signed, 10 Business Days or more prior to the applicable debit order date, shall be loaded before the next scheduled debit order run. If received less than 10 Business Days before the next scheduled debit order run, the debit order will be processed in the following month for the debit order date chosen by the Investor.

#### **22.5. Sale Of Securities**

Subject to the provisions below, any instruction received by the Administrator to sell Securities, fully and correctly completed on the applicable form and signed, before 11h00 on any Business Day may be processed on the same or following Business Day. If receipt takes place after 11h00 on any Business Day, the instruction may be treated as if it had been received before 11h00 on the next Business Day. The Investor shall receive value for the price on the day of processing. Should the Investor's banking details provided on the Administrator's applicable instruction form differ from the banking details which the Administrator has on record for the Investor, proof of bank details must be provided before the sale of Securities will be processed by the Administrator. To execute a sale through a brokerage will take 3 Business Days and it can take up to a further 2 Business Days after that to make payment into the Investor's bank account. A 40 day holding period applies to Securities bought by debit order and such Securities may not be sold until such holding period has expired. Where a sale instruction is received within the first 21 Business Days of the commencement of an investment, the Administrator reserves the right to make payment of the proceeds only after 21 Business Days have elapsed from the date that the Securities in question were purchased.

#### **22.6. Switches**

A switch involves a sale and a purchase of Securities in the market. Any instruction received by the Administrator to switch Securities, on a fully and correctly completed instruction form before 11h00 on any Business Day may be processed on the same or following Business Day. If receipt takes place after 11h00 on any Business Day, the instruction may be treated as if it had been received before 11h00 on the next Business Day. The Investor will receive the sale and purchase prices applicable on the day of processing.

### **23. SPECIAL CONDITIONS**

Special conditions may apply in respect to certain funds and investments. These are set out below. If there is a contradiction between these special conditions and the rest of the terms and conditions, the special conditions shall apply.

#### **23.1. Shari'ah Funds**

To ensure Shari'ah compliance relating to investments in Shari'ah exchange traded funds, Investors need to donate an amount equal to 5% of any distributions declared to a charity of their choice, whether or not the Investor elects to reinvest these distributions. Shari'ah funds are not permitted to earn interest.

#### **23.2. Roll Up Funds**

For all roll up exchange traded fund (ETF's), which are total return funds, distributions are re-invested on behalf of investors via the purchase by the ETF of additional Constituent Securities, or Index Constituents in the appropriate weightings, thereby increasing the net asset value of the ETF and, proportionately increasing the value of each ETF security." Therefore the Investor will not receive any distributions when invested in such an ETF.

#### **23.3. Exchange Traded Funds That Represent A Physical Commodity**

Although these funds are referred to as exchange traded funds, they are structured as a debenture and therefore do not declare any dividends.

#### **23.4. Exchange Traded Notes**

Exchange traded notes do not declare any dividends.

#### **23.5. Fixed Income Exchange Traded Funds**

Distributions to Investors by fixed income exchange traded funds will be made through the issue of additional participatory interests to Investors and not in the form of cash. Therefore the Investor will not receive any distributions when invested in such an ETF.



## 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)