

## VERSION 1.0 OFFSHORE UNIT TRUSTS

### TERMS AND CONDITIONS

This document contains the terms and conditions applicable to your unit trust investment and sets out the rights and responsibilities of the parties involved.

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### 1 DEFINITIONS

#### AOS / Itransact – “the Administrator”

Automated Outsourcing Services (Pty) Limited (with company registration number: 1997/013802/07) trading as Itransact, is the company that is approved by the Financial Services Board to provide administration services in respect of financial products on the instructions of an Investor.

#### Business Day

This is any day apart from a Saturday, Sunday or official South African Public holiday. In this document day and business day have the same meaning, except where the clause specifically states “calendar” days.

#### Financial Advisor – “FSP”

This is the person or entity that you appoint to give you advice or provide you with intermediary services and that is duly licensed and/or authorised as a financial services provider in terms of FAIS to render such financial services.

#### Investment Account

This is the account opened by the Administrator for you through which the Products chosen by you are administered.

#### Investor – “the Investor or you”

This is the person or legal entity that invests in the Product.

#### Investors Independent Nominee (Pty) Limited – “the Nominee”

Investors Independent Nominee (Pty) Limited (with company registration number: 2009/003227/07) is the company that has been approved as a nominee company to hold assets in trust on behalf of the Investor who has contracted with an administrative financial service provider.

#### Product

This is a portfolio under a collective investment scheme (i.e. a unit trust fund) which is administered by a unit trust manager. All contributions by you and other investors are pooled together for the purchase of assets that is then held in the portfolio. Each portfolio is divided into identical Units.

#### Product Provider – “the Manager”

This is the company that is authorised in terms of the Collective Investment Schemes Control Act to administer the Product. It has entered into an agreement with the Administrator to make the Product available to investors via its platform. The Manager is a member of the Association of Savings & Investment South Africa (‘ASISA’) and its conduct is regulated by the Financial Sector Conduct Authority.

#### Units

This is your interest in or share of the assets held in the Product. The amount of your contribution and the unit price when you make your investment determines the number of Units you acquire.

## 2 DOCUMENTS THAT FORM THE BASIS OF THE INVESTMENT

The investment agreement is based on:

- Your investment application form, as accepted by the Administrator
- Your supporting documents
- This document
- The most recent Product fact sheet issued by the Manager
- Any later instructions from you that has been accepted by the Administrator
- Any later amendment to the terms and conditions of the Product.

## 3 LAWS THAT APPLY TO THE INVESTMENT

The investment is subject to all the relevant laws of South Africa. Please note that changes to or replacements of any applicable law may change the terms and conditions. **The most important laws that apply to you and the investment are:**

- 3.1 **The Collective Investment Schemes Control Act – “the Act”**  
This Act controls the administration of collective investment schemes and its unit trust portfolios. It must be read with the Main Deed entered into between the Manager and its trustee.
- 3.2 **Financial Intelligence Centre Act – “FICA”**  
This Act requires that the Administrator establish and verify your identity before accepting your investment application to prevent money laundering and terrorist financing.
- 3.3 **Financial Advisory and Intermediary Services Act – “FAIS”**  
This Act controls the activities of anybody who gives advice or provides intermediary services to investors about certain financial products. It requires that such persons be licensed and that professional behaviour be controlled through codes of conduct.
- 3.4 **Income Tax Act**  
This Act deals with taxation of income, including dividends and capital gains, and any deductions that are allowed to be made in respect of such income.
- 3.5 **Foreign Collective Investment Scheme Regulations**  
These are the regulations of the country in which your Portfolio of a Collective Investment Scheme is registered.
- 3.5 **Exchange Control Regulations**  
The transfer of money from South Africa to the offshore investment jurisdiction is subject to these regulations

## 4 HOW THE PRODUCT WORKS

- a. You invest in a unit trust of your choice made available by the Administrator.
- b. The Administrator keeps an Investment Account for the Investor.
- c. The value of the Investment Account is directly linked to the value of the investment in the Product.
- d. The value of the Investment Account is increased by contributions and by positive investment returns, and is reduced by negative investment returns, fees, expenses and charges.
- e. The Investor is the registered owner of this investment which is held in custody, on behalf of the investor, with an approved nominee company, the Investors Independent Nominee (Pty) Ltd.
- f. During the course of the investment, any income distributions from the Product will be reinvested into the Product.
- g. The Administrator must be instructed to disinvest from the Product, and the proceeds realised will be paid to the Investor.

## **5 Read the information about the investment carefully**

Please read the application form, this document and all marketing media associated with the Product before making your investment. You are responsible for your investment decisions and must carefully consider whether this investment is right for you. It is your responsibility to understand the consequences of investing in the Product from a financial, legal, tax, accounting and regulatory perspective; all the fees and charges payable, and make sure that you understand the risk and returns of the Product. Every investment has some degree of risk and it is possible to lose some or all of the money invested.

### **5.1 Obtain independent, professional advice**

The Manager and the Administrator cannot give you any advice. If you need financial, legal or tax advice or assistance in respect of investing, it is your responsibility to consult with a professional investment, financial, legal and/or tax advisor.

### **5.2 Appoint a FSP**

You may appoint a FSP to provide you with financial advice or other financial services regarding your investment, or to act on your behalf when dealing with the Administrator, by completing the relevant section on the application form. The Administrator will pay the fee as agreed in the application form to the FSP. You must check with the FSP that the FSP is authorised to give you financial advice on this investment based on their FAIS licence(s) read with the conditions or restrictions applicable to their FAIS licence(s). As a minimum requirement, the FSP must have a Category 1 license for the Product/s as declared to you on the application form. You can confirm this by contacting the Financial Services Conduct Authority toll free on 0800203722 or on their website [www.fsca.co.za](http://www.fsca.co.za). The FSP you appoint is not an employee or agent of the Administrator or the Manager but acts independently from them. If you elect to deal with the Administrator through the FSP, and his/her details 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 FSP.

### **5.3 Change your FSP**

You may appoint a new FSP that the Administrator has authorised to market products on its investment platform. You must specify the fees that you agree with your new FSP. The Administrator will cancel the existing appointment, record the appointment of the new FSP and confirm the change with you, your current and new FSP. The Administrator will thereafter pay any agreed fees to the newly appointed FSP unless you advise them otherwise.

### **5.4 Become an investor**

You start investing in the Product by completing the Administrator's application form and providing the completed form and supporting documents to the Administrator. You will become an Investor once the Administrator has accepted your application and your first contribution has been received in the bank account indicated in the welcome letter. The Administrator will inform you of the acceptance of your application.

### **5.5 Provide complete and accurate information**

You must complete and sign the Administrator's application and other forms and ensure that all of the information, including any supporting documentation, is accurate, clear and complete. You must initial any changes to the information you submit.

### **5.6 Send instructions to the Administrator**

The Administrator receives and accepts your instructions. Only electronic instructions will be accepted by the Administrator. All your instructions to the Administrator must be completed on the latest forms that are made available by the Administrator. All instructions must be signed by you, or a person acting on your behalf. You must send instructions by e-mail to the numbers or e-mail address provided on the instruction form. The sender of the fax or the e-mail must ensure that the completed forms have actually been received by the Administrator. The sender can contact the Administrator telephonically at the telephone numbers specified in Section 10 of this document.

### **5.7 Adhere to Administrator timelines**

All documentation required by the Administrator in respect of the Product must be delivered to the Administrator in accordance with the timelines set out in Section 7 of this document. If you fail to adhere to the timelines, the Administrator may delay the processing of your instruction.

### **5.8 Comply with FICA and keep details and supporting documents updated**

You must comply with certain requirements under FICA before the Administrator will process your application form or subsequent instructions. You must provide the Administrator with certain information of a personal and financial nature required for purposes of identification and verification or confirm that you hold this information. Please refer to Section 6 below in this regard. You warrant that the money that you are investing is not the proceeds of unlawful activities or related to terrorist financing activities and understand that the Administrator may request proof from you regarding the source of these funds at any time. You must update your personal and banking details should these change and provide the Administrator with new supporting documentation. All supporting documents must be clear and readable, less than 3 (three) months old and copies must be correctly certified.

#### 5.9 Make contributions under the Product

Your contributions must be paid into the Administrator's Custody bank account in the Products base currency, by way of of the methods made available by the Administrator.

#### 5.10 Receive income distributions

The return from your investment may come from either capital growth or income depending on the type of assets in the Product. In terms of this Product, all returns are reinvested into the Product. Should the income earned not meet the minimum investment amount, the income will be accrued to be reinvested when it meets the investment minimum

#### 5.11 Read statements and report errors

The Administrator will make electronic statements available to you on a daily basis. You may also request a statement in writing, via fax or telephone at any time. If you find any errors, you have 30 (thirty) days to tell the Administrator. Therefore please read all documents you receive in respect of your investment promptly and carefully.

#### 5.12 Withdraw part or all of your investment

You may withdraw some or all of your investment by selling the Units in the Product on any Business Day. When you withdraw part or all of your investment, you may be taxed on capital gains (CGT). The entire amount requested, after deducting any fees and charges payable, and/or any tax, will be paid once all processing and regulatory requirements have been met. Note that payments will only be paid in USD to a USD account.

#### 5.13 Register for online access

To view your personal and investment details online, you are required to register online with the Administrator.

#### 5.14 Transfer ownership

You may transfer ownership of the Investment Account to another person or entity at any time by giving the Administrator notice in writing. This may mean you will have to pay Capital Gains Tax (CGT).

#### 5.15 Cast your vote in a ballot

Before changes can be made to a Product in which you are invested, the Administrator will ask you on behalf of the Manager to vote about the proposed change. The Administrator cannot vote on your behalf.

### 6 THE FSP'S ROLE AND RESPONSIBILITIES

#### 6.1 Maintain the relevant FAIS license

The FSP appointed by you must be licensed and authorised by the Financial Services Board in terms of FAIS to provide the advice and financial services in respect of financial products in terms of their FAIS license, read with the conditions or restrictions applicable to their FAIS license. The FSP must maintain this license on an ongoing basis and must immediately inform the Administrator should the license be suspended or revoked for any reason.

#### 6.2 Act in accordance with your mandate

The FSP must act with honesty and integrity and in accordance with your mandate in all its dealings on your behalf with the Administrator. The FSP must provide the Administrator with a copy of such mandate promptly on request, or together with the initial application form if the FSP has entered into a discretionary mandate with you.

#### 6.3 Provide financial advice and information

The FSP gives you advice on whether the Product is suitable for your needs and meets your investment objectives. The FSP must understand and provide you with sufficient particulars and any other related financial services and documents, for you to make an informed investment decision. The FSP must specifically fully and adequately explain the information contained in this document, and the fees and charges applicable. The FSP must also explain the potential or actual consequences of replacing an existing financial product with another one, especially the costs involved.

#### 6.4 Client identification and screening

The FSP must be satisfied of your identity and of your status as a sanctioned or non-sanctioned person or entity in terms of anti-money laundering legislation and any United Nations sanctions lists before entering into a business relationship with you, or before concluding any transaction with the Administrator on your behalf. The FSP must explain the relevant FICA and other anti-money laundering requirements to you and must also explain what the consequences will be if you do not provide the Administrator with the required documents. Neither the Administrator nor the Manager shall be liable or responsible for any damages or loss as a result of any delay in the processing of the application form as a result of non-compliance with the requirements in terms of FICA, other anti-money laundering legislation and the United Nation's sanctions lists.

- 6.5 Receive statements and correspondence  
Unless otherwise instructed by you, and where relevant, the Administrator will send and/or transmit all statements, reports or other relevant correspondence or documents in respect of the investment, including this document, electronically to you and the FSP.

## 7 THE ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

### 7.1 Act with honesty and integrity

The Administrator must act with honesty, fairness, skill, care and diligence in all dealings with you.

### 7.2 Communicate with you

The Administrator will communicate with you via electronic means only. Any reference to "written" or "in writing" will be to an email or a fax, or a scanned document. The Administrator will communicate when this is required by law, for the purposes of carrying out its duties as Administrator or to provide you with information from the Manager that may be relevant to your investment in the Product. You may use the online servicing portal provided by the Administrator to access information about your investment. The Administrator will confirm changes to your details that have been received from you, in writing. If the Administrator can prove that it has sent any information or document to you, using contact details provided by you, the Administrator is not liable if such information or document is not received by you.

### 7.3 Accept, reject and process your instructions

The Administrator may accept or reject your application or any subsequent instructions. The Administrator may also reverse a transaction if it decides the circumstances justify it. The Administrator is not obliged to act on any instruction that is not on the Administrator's specified form. The Administrator is responsible for the processing of your instructions. The Administrator will usually process instructions according to the timelines below or within a period that is reasonable given the nature of the instruction. Sometimes the Administrator may not be able to keep to its timing standards because of factors beyond its reasonable control or extraordinary events that cause disruptions. In this case, neither the Manager, nor the Administrator is responsible for any losses due to it not adhering to its timing standards.

#### New applications

Any fully and correctly completed and signed application form which has all required documentation attached, received, and accepted by the Administrator, and meets the transaction minimum amount, and where the contributions reflect in the applicable bank account before 11h00 on any Business Day, will be submitted to the Fund Manager the following Business Day. If this takes place after 11h00 on any Business Day, the application will be treated as if it had been received before 11h00 on the next Business Day. Note that bank transfer delays, non dealing days and international holidays may affect the timing of the funds being invested. The investment price will be updated upon receipt of the contract note from the Fund Manager. It is the Investor's responsibility to comply with all relevant laws that apply to foreign investment that include, but are not limited to, tax and exchange control laws.

#### Additional contributions

Any fully and correctly completed and signed additional investment form which has all required documentation attached, received and accepted by the Administrator, and meets the transaction minimum amount and where the funds reflect in the applicable bank account before 11h00 on any Business Day will be processed on the Administrator's system on the same Business Day or the Business Day thereafter. If this takes place after 11h00 on any Business Day, the additional investment application will be treated as if it had been received before 11h00 on the next Business Day. Note that bank transfer delays, non dealing days and international holidays may affect the timing of the funds being invested. The investment price will be updated upon receipt of the contract note from the Fund Manager. It is the Investor's responsibility to comply with all relevant laws that apply to foreign investment that include, but are not limited to, tax and exchange control laws.

#### Withdrawals/redemptions

When the Administrator has received a fully and correctly completed, duly signed withdrawal form before 11h00 and the transaction meets the minimum amount, the instruction will be submitted to the Fund Manager the following Business Day. If this takes place after 11h00 on any Business Day, the application will be treated as if it had been received before 11h00 on the next Business Day. The administrator will not make payment to a bank account that is not recorded as the Investor's account. Note that bank transfer delays, non dealing days and international holidays may affect the timing of the funds being received. It is the Investor's responsibility to comply with all relevant laws that apply to foreign investment that include, but are not limited to, tax and exchange control laws.

- Investors wishing to redeem Units amounting to more than 5% of the total market value of the Product must provide the Administrator with at least 7 Business Days' written notice of such redemption. If this notice is not received by the Administrator, it may treat such withdrawal as only having taken place on the 7th Business Day after such instruction is received. However, where the amount to be redeemed exceeds 10% of the total market value of the Product, the actual date of withdrawal will be determined by mutual agreement.
- Units in the Product will be bought and sold in accordance with the requirements of the Collective Investment Schemes Control Act and the relevant Deed.
- The repurchase of Units in the Product may be suspended in terms of CISCA under specific conditions. This is referred to as ring-fencing and will delay the payment to you of any withdrawal value.

#### 7.4 Deduct and pay fees and charges

The Administrator will collect and distribute the investment and/or transaction charges and fees payable in respect of your Investment Account.

#### 7.5 Bank interest

No bank interest is paid to the investor.

#### 7.6 Pay income distributions

All income distributions from the Product will be reinvested into the Product automatically by the Administrator, if the investment minimum is met. If not, this will accrue until such a time that the minimum is met and is then reinvested.

#### 7.7 Make payments

When you withdraw a part of or the entire investment in the Product, the Administrator will make payments to you, in USD only, and only to a USD bank account.

#### 7.8 Provide a tax certificate

The Administrator must provide you with a tax certificate each year, after the tax year end. The certificate is for income accrued or received and any capital gains or losses realised during the relevant tax year. You are responsible for submitting the certificate to SARS. The Administrator will send the certificate to you if it is applicable to your Investment.

#### 7.9 Deduct and pay Dividend Withholding Tax

The Administrator is responsible for the payment of dividend withholding tax on your behalf where relevant. The tax will be deducted before reinvestment/payment of any dividend. The amount of tax payable is based on a number of factors, e.g. residential status. The default tax rate for South African residents is currently 20%. You are responsible for informing the Administrator if you are exempt from payment of this tax, or to indicate your status to ensure the correct tax rate is applied.

#### 7.10 Protect your personal information

The Administrator will keep your information confidential and protect it. The Administrator may however process your personal information to provide financial services, prevent fraud and money laundering. The Administrator may send your personal information by electronic or other means for processing to third parties, but only with the express intention to provide you with a service related to your investment.

### 8 FEES AND CHARGES

All the fees and charges payable in respect of your investment are set out in the application form. The fees and charges must be explained to you by your FSP. With your signature to the application form, you acknowledge, declare and confirm that you understand what fees and charges are payable.

All fees and charges are subject to change, and the Administrator will give you (three) month's written notice of such change.

### 9 EXCLUSIONS, RISKS AND RESPONSIBILITY

#### 9.1 Advice

The Manager and the Administrator do not give advice as to whether investment in the Product is suitable for you and can therefore not be held liable for any loss or damage which you may suffer, except as a result of the Administrator's own default or negligence. No communication of any nature received from the Manager or the Administrator in respect of the investment in the Product can be regarded as tax, legal, accounting or financial advice. You are responsible for obtaining your own professional advice about the consequences of this investment.

## 9.2 Investment guarantees

The return on your Investment Account is not guaranteed in any way and may be positive or negative. You carry all the investment risk which includes the possibility of losing capital.

## 9.3 Cooling-off period

A cooling-off period is a number of days after investment during which you are still entitled to terminate the investment. No cooling-off period is offered for this investment. You may however request a withdrawal of all or a part of your investment.

## 9.4 Losses suffered during administration

You are responsible for losses suffered as a result of:

- Delays in the processing or the rejection of your investment application for reasons beyond the Administrator's control.  
Included but not limited are:
- If your FSP does not have a FAIS license or acts beyond the scope of the FAIS license;
- If your FSP is not authorised to market the Administrator's products;
- If you or your FSP on your behalf submit unauthorised instructions;
- If you or your FSP provide us with incorrect information;
- If a third party does anything illegal or invalid or does not do something they should have done;
- If you or your FSP fail to comply with FICA;
- If the Administrator cannot verify your bank account details;
- Any legal requirements, investment limits, timing standards, administrative practices and procedures that apply to the Product.
- If any correspondence is lost in the mail.
- A person acting for you acting beyond the scope of their authority.
- Changes in tax or other laws that affect the investment.
- The failure or delay of any networks, electronic or mechanical devices, or any other form of communication used to process instructions.
- Your FSP being in possession of or using information that you deem confidential.
- Electronic transacting, whether via telephone, other electronic means or by fax.

## 9.5 Loans and security cessions

You cannot obtain a loan from the Manager or the Administrator. You also cannot use the investment as security for a loan, i.e. request the Administrator to record a security cession.

## 9.6 Switching from the Product

You may switch between the available offshore unit trusts, provided the transaction minimum amounts are met.

# 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)