



CONDITIONS OF MEMBERSHIP

(This document contains the terms and conditions applying to membership of the Itransact Pension Preservation Fund and sets out the rights and responsibilities of the parties involved.)

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1 DEFINITIONS

In this document, "you" means the person who is applying for membership of the Itransact Retirement Annuity Fund and who will become a member of the Fund, if his/her application is accepted.

The following terms have the meanings given to them below, when used in this document:

- "Act" means the Pension Funds Act, 24 of 1956 and the regulations and other requirements that apply in terms of this Act, as amended or replaced from time to time.
- "Administrator" means the company appointed by the Trustees to administer the Fund, namely, Automated Outsourcing Services (Pty) Ltd (company registration number 1997/013802/07).
- "Application Form" means the Itransact Retirement Annuity Fund New Business Application Form.
- "Beneficiary" means a Dependant and/or Nominee.
- "Business Day" means any day which is not a Saturday, Sunday or official public holiday in South Africa.
- "Compulsory Annuity" A Compulsory Annuity includes any default annuity selected by the Member in accordance with the Default Annuity Strategy of the Trustees.
- "Contribution" means a payment made by you or on your behalf to the Fund, including a monthly or other regular payment, lump-sum payment and transfer to the Fund, as allowed by the Rules.
- "Default Annuity Strategy" means the default annuity options determined by the Trustees from time to time that comply with the provisions of the Act.
- "Dependant" means a person who in terms of the Act is regarded as your dependant and must be considered for a benefit on your death, which includes your spouse, your children, any person who is financially dependent on you and any person to whom you must pay maintenance.
- "FAIS" means the Financial Advisory and Intermediary Services Act, No. 37 of 2002 and the regulations and other requirements that apply in terms of this Act, as amended or replaced from time to time.
- "Flexible Annuitant" The person who -
 - Is a member of the Fund, and at retirement elected to receive a Flexible Annuity; or
 - Is a Dependant and/or Beneficiary of a Member, and elected to receive a Flexible Annuity after having been allocated some or all of the death benefit following the death of the Member; or
 - Is a Beneficiary of a deceased Flexible Annuitant who has elected to receive a Flexible Annuity.
- "Flexible Annuity" The annuity payable by the Fund from a Flexible Annuity Account to a Flexible Annuitant.
- "Flexible Annuity Account" This is the account opened by the Administrator for a Flexible Annuitant through which the underlying Investment Product(s) chosen are administered and from which the Flexible Annuity is paid.
- "Fund" means the Itransact Retirement Annuity Fund.
- "Investment Account" means the account which is a record of the investments held by the Fund in respect of your membership.

- “Investment Manager” means a person or company appointed by the Fund, currently Sunstrike Capital (Pty) Limited (FSP 44691), to manage the Fund’s investments on a discretionary basis, or who has been appointed by a management company to manage a unit trust portfolio who is licensed in terms of FAIS.
- “Investment Portfolio” means a portfolio consisting of Securities and/Unit Trust and/or cash, in which your Contributions may be invested, as listed in the Application Form and any additional portfolio which may be made available as an investment option under the Fund from time to time.
- “Member” means a person who has been admitted as a member of the Fund and whose membership has not ended in terms of the Rules.
- “Nominee” means a person nominated by you, in the manner required by the Administrator, to receive a benefit on your death and who may not qualify as your Dependant.
- “Nominee Company” means Investor’s Independent Nominee (Pty) Ltd Registration Number 2009/003227/07 and Goudstad Nominees Pty Ltd Registration Number 1987/006089/07, nominee companies approved by the Financial Sector Conduct Authority in whose name assets of the Fund are held.
- “Regulatory Authority” means the Financial Sector Conduct Authority, SARS, the South African Reserve Bank or any other government body or regulator that has the power to regulate the Fund or the Administrator.
- “Retirement Fund” means -
 - o any fund registered in terms of the Pension Funds Act and approved in terms of the Income Tax Act, including a registered and approved retirement annuity fund, pension fund, provident fund, pension preservation fund and provident preservation fund; and
 - o any other fund from which the Fund is permitted by law and the Rules to receive transfers or to which the Fund is permitted by law and the Rules to transfer benefits.
- “Rules” means the rules of the Itransact Retirement Annuity Fund which apply to membership of the Fund and the management and operation of the Fund.
- “SARS” means the South African Revenue Service.
- “Securities” means a financial product defined in FAIS and held in the Investment Portfolios.
- “Trustees” mean the persons appointed in terms of the Rules to manage the Fund according to the Rules and relevant legislation.
- “Unit Trust” means a portfolio under a collective investment scheme, which is a financial product as defined in FAIS and held in the Investment Portfolio.

2 STRUCTURE AND PURPOSE OF THE FUND

2.1 The Fund

The Fund is a legal entity, registered under the Act and approved by SARS under the Income Tax Act.

2.2 The Rules

The Fund is governed by the Rules. The Rules bind the Trustees, Members and Beneficiaries. The Rules are registered under the Act and approved under the Income Tax Act.

The Rules may be amended by the Trustees from time to time. For an updated version of the Rules please contact the Administrator’s Investor Support Centre telephonically on 086 146 8383 or by email at info@itransact.co.za. There may be a charge for obtaining a copy of the Rules (see 4.18 below). Please contact your financial services provider or the Investor Support Centre for the latest version of the Conditions of Membership.

It is important to understand that the Rules will take preference over these Conditions of Membership in the case of differences between the two. Legislation will also take preference over these Conditions of Membership in the case of differences between the two.

2.3 Purpose of the Fund

The purpose of the Fund is to provide Members with a benefit on retirement or, on the death of a Member prior to retirement, to provide the Member’s Dependant(s) and/or Nominee(s) with a benefit.

2.4 The Trustees

The Trustees are the members of the board of the Fund who control, manage and oversee the operations of the Fund in accordance with applicable law and the Rules. The Trustees must protect the interests of Members, act with due care, diligence and good faith, avoid conflicts of interest and act impartially in respect of all Members and Beneficiaries.

2.5 The Administrator

The Trustees have appointed Automated Outsourcing Services (Pty) Ltd (also known as “AOS”) as the Administrator of the Fund. In terms of the agreement between the Administrator and the Fund, the Administrator is responsible for administering the Fund which includes collecting Contributions and ensuring Contributions are invested, keeping financial records, issuing quarterly statements, calculating and paying fees, paying out retirement and death benefits, effecting transfer requests and assisting the Trustees with other matters.

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2.6 The Investment Manager

Investment Managers manage the Investment Portfolios on a discretionary basis. In managing the Investment Portfolios, the Investment Manager must comply with certain legal requirements, including investment limits that apply under the Act. The Trustees may, at their discretion, replace an Investment Manager or appoint additional Investment Manager(s).

2.7 Investments

The Fund is the owner of all investments held in respect of Members. Members do not have a right to such investments and are only entitled to benefits in terms of the Rules. Contributions are invested in the Investment Portfolios which Members select. Members may switch between the Investment Portfolios that are available from time to time, subject to the Rules and any laws that apply. Investments are held in the name of the Nominee Company on behalf of the Fund. The Administrator keeps an Investment Account for each Member. The value of the Investment Account is directly linked to the value of the underlying investments. It is increased by Contributions and by dividends and interest received that are reinvested. The value of the Investment Account is reduced by negative investment returns and fees, expenses and charges.

The investments held by the Fund must comply with investment restrictions that apply under the Act. These restrictions apply to the Fund as a whole and to the investments that underlie each Member’s Investment Account.

3 LAWS THAT APPLY TO THE FUND AND THE MEMBERS

The following are the most important laws that currently apply to the Fund and to membership of the Fund:

- The Pension Funds Act (referred to in this document as the “Act”) regulates retirement annuity funds;
- The Income Tax Act deals with tax related matters;
- Exchange control regulations limit the amount that the Fund may invest outside South Africa;
- The Long-term Insurance Act will apply to any Annuity purchased in your name from a long-term insurer;
- The Financial Advisory and Intermediary Services Act (referred to as “FAIS”) will apply to the services rendered to you by any financial services provider that you may appoint as well as to any intermediary services that the Administrator renders to you; and The Financial Intelligence Centre Act imposes requirements to guard against money laundering and the financing of terrorist activities.
- The Collective Investment Schemes Control Act which regulates portfolios under a collective investment scheme.

4 MEMBERSHIP, MEMBERS’ RIGHTS AND DUTIES AND RELATED MATTERS

4.1 Becoming a Member

You apply for membership by completing the Application Form and providing the completed form and supporting documents to the Administrator. The Administrator will process your application and may accept or reject your application. The Administrator will advise you, 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. You will become a Member once the Administrator has accepted your application on behalf of the Fund and your first Contribution has been received in the bank account indicated in the Application Form. The Administrator will inform you of the acceptance of your application.

4.2 Ceasing to be a Member

Your membership ends when the total value of your Investment Account less fees, charges and applicable tax has been paid out, on withdrawal, retirement or death or on transfer to another Retirement Fund (as allowed by law and the Rules)

4.3 Instructions

Instructions must be given to the Administrator. Where the Administrator has made a form available for the type of instruction to be given, that form must be used and the instruction must be signed by you (or a person to whom you have given a power of attorney. Your financial services provider may not sign instructions on your behalf. However, instructions may be sent on to the Administrator by your financial services provider. All instructions are subject to:

- the requirements of the Fund, the Administrator, the Rules and any applicable legislation;
- the Administrator’s cut-off times (see 9.7 below);
- any minimum amounts that may apply at the time.

The Administrator may reject, suspend or delay your instruction due to any requirement that applies not being met. All your instructions and supporting documents must contain true and accurate information. It is always your responsibility to ensure that any instruction and/or document sent to the Administrator is actually received by the Administrator. The Administrator is entitled to act on all instructions received via fax, e-mail or other electronic means that the Administrator may make available, if the instruction appears to come from you or your authorised representative (including your financial services provider or your financial services provider's representative).

4.4 Financial Advice And Financial Services Providers

The Fund, the Trustees and the Administrator do not provide financial advice. If you are in need of financial advice, it is your responsibility to consult a suitable Financial Services Provider, licensed under FAIS. Please confirm with your financial services provider that he/she/it is licensed under FAIS to provide you with services in respect of this product. You can confirm this by contacting the Financial Sector Conduct Authority toll free on 0800203722. Please note that the financial services provider acts on your behalf and not on behalf of the Fund or the Administrator. The Fund, the Trustees and the Administrator are not responsible for the financial services provider's actions. You should negotiate appropriate fees with your financial services provider. If you appoint, change or remove your financial services provider you must advise the Administrator of this in writing. It is important to obtain professional advice before choosing a benefit on termination of your membership.

4.5 Contributions

You may contribute to the Fund in one or more of the ways set out below. All Contributions must be paid in South African Rand. The minimums that currently apply are set out the Application Form and can change from time to time. The Fund cannot refund any Contributions already received or cancel your membership of the

4.5.1 Contributing by debit order:

- Please complete the appropriate sections on the Application Form.
- Accounts will be debited on either the 3rd, 15th or the 25th day of the calendar month, unless this day is not a Business Day, in which case the debit order will operate on the next Business Day.
- A debit order instruction will be loaded for the next scheduled debit order run in the month that the application has been accepted. However, the debit order instruction must be received by the Administrator at least 10 Business Days prior to the debit order date. Instructions received after that period will be processed in the following month.
- If a debit order is rejected by the bank, there is a rejection charge (see the Application Form), but note that the Administrator can increase this charge).
- If you want to start a debit order at any time while you are a Member you will need to use the instruction form that the Administrator provides for this. You can also increase or decrease your debit order or redirect its investment by using the Administrator's applicable instruction form.
- Any Securities to be bought by debit order will remain provisional until after the debit order has been cleared by the Member's bank. Should the debit order not be cleared within 40 days of it having been submitted, any Securities bought will be sold by the Administrator and any loss incurred on such sale will be recovered from the investments underlying the Member's Investment Account, together with the rejection charge referred to above.

4.5.2 Making a lump sum Contribution:

Lump sum investments may be made. Should the Investor wish to invest a lump sum in any of the investment, 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

4.5.2.1 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.

4.5.2.2 Electronic Internet Transfer

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

4.5.3 Transferring from another Retirement Fund:

- You may transfer benefits from another Retirement Fund, where this is allowed by the rules of that fund and by law; provided that the Administrator may refuse to accept a transfer of benefits to the Fund.
- Please complete the relevant section in the Application Form.
- If you want to make such a transfer to the Fund after you become a Member you will need to complete the Administrator's applicable instruction form.

4.6 Ceasing Contributions

You can stop contributing to the Fund at any time. You must notify the Administrator that you intend to stop contributing. You will remain a Member. Contributions previously made will remain invested and fees and costs will continue to apply.

4.7 Re-activating Contributions

If you have ceased contributing, you may again start making Contributions to the Fund at any time before you retire by completing the relevant instruction form and making your Contribution(s).

4.8 Selection of Investment Portfolio(s)

You must select the Investment Portfolio(s) in which your Contributions must be invested. You must make sure that your selection is suitable for you. The Fund, the Trustees and the Administrator are not responsible for your selection. The Investment Portfolios are the only investment options available under the Fund. The Trustees may remove an Investment Portfolio as an investment option and may introduce new investment options from time to time. The minimums that currently apply are set out in the Application Form and can change from time to time.

4.9 Switching Between Investment Portfolios

You may switch between the available Investment Portfolios. This involves the selling and buying of Securities. All fees and charges that apply to sales and purchases will apply (see the Application Form) It is your responsibility to make sure that any switch is suitable for you. You cannot switch specific Securities and may only switch all or a percentage of an investment in one Investment Portfolio to another Investment Portfolio. Minimums may apply.

4.10 Income Distributions

Any income distribution made in respect of the Securities held in the Investment Portfolios will be re-invested.

4.11 Nominating Beneficiaries

You may nominate a Nominee for the purposes of any benefit that may be payable on your death. You cannot deal with this in your will. You should complete the relevant section of the Application Form and when you want to make a change, you must complete the Administrator's Beneficiary Nomination Form and provide it to the Administrator. It is important to keep your nomination up to date. The Beneficiary Nomination Form should be delivered to the Fund while you are still alive and the Fund/Trustees will not be obliged to act on it should it only be received after your death.

Note that the Trustees are not obliged to act on your nomination and must by law use their discretion when allocating a death benefit, taking into account all your Dependants and Nominees. (See 8 below for further information.)

4.12 Retirement Age

The earliest you may retire is at age 55 unless you are entitled to retire early in terms of the Rules due to being permanently disabled as a result of injury or illness.

4.13 Retirement Notification

You must give the Administrator at least 21 Business Days' notification of your retirement. You must give the Administrator notification of your retirement using the Administrator's applicable form. Your retirement date will be the date on which the Administrator successfully completes the processing of the notification in accordance with the Fund Rules.

4.14 Benefits

Benefits are payable on your retirement and death. Under limited circumstances you may withdraw before your retirement and receive a benefit. (See 8 below for further details.)

4.15 Transfers to another retirement annuity fund

Subject to any legal requirements and to the Rules, you may transfer your full interest in the Fund to another approved retirement annuity fund. The amount transferred will be the market value of your Investment Account on the day it is converted into cash, less applicable fees and charges. You may not transfer Securities and all Securities held in respect of your membership will be sold.

The transfer is subject to the:

- requirements of the Fund, the Administrator, the Rules and any applicable legislation;
- rules and requirements of the receiving retirement annuity fund; and
- requirements of the Regulatory Authorities and legislation.

A Contribution made by debit order cannot be transferred until 40 days after the date of the debit order.

4.16 Errors

You have 30 days after receipt of an investment confirmation or any statement to report any errors to the Administrator.

4.17 Changes to your banking and contact details

You must inform the Administrator of changes in your banking and contact details (including your postal and email address). You must provide the Administrator with a copy of a recent bank statement if your banking details change and/or other supporting documents where requested by the Administrator.

4.18 Access to information

You may view a copy of the Rules, the Fund's financial returns and a copy of the most recent actuarial valuation report (if applicable) at the Fund's registered office during office hours. Copies are available at a cost determined in terms of the Rules.

5 THE FUND'S DUTIES

The Fund's duties are set out in the Rules and the Act. Some important duties are set out below:

5.1 Benefit payments

The Fund must pay benefits that are due. All benefits are payable in South Africa, in South African Rand, via electronic funds transfer (EFT) to either a current, transmission or savings account (unless an Annuity is purchased).

5.2 Tax deductions

Any benefit that is payable may be taxable. The Fund will deduct tax from the benefit in accordance with a tax directive issued by SARS.

5.3 Statements

The Fund must, as a minimum, provide you with an annual benefit statement.

5.4 Investment Regulations

The Fund and your Investment Account must comply with the investment regulations as set out in the regulations (regulation 28) to the Act and with any relevant exchange control regulations. The Fund can change investments underlying your Investment Account to comply with these investment regulations.

5.5 Allocating Death Benefits

Should you die, the Act requires the Trustees to decide who will receive your death benefit and in what proportion (see 8 below for further information).

5.6 Refunds

The Fund cannot refund any Contributions received or cancel your membership of the Fund. You can request that your benefits are transferred to another retirement annuity fund.

5.7 Provide A Contribution Certificate

The Fund must provide you with an annual Contribution certificate for Contributions made during the relevant tax year unless the Contribution is one in respect of which you may not claim a tax deduction for the relevant tax year. The Contribution certificate is issued after the tax year end.

5.8 Cessions And Benefit Transfers To Third Parties Not Permitted

5.8.1 Using Your Benefit As Security For A Loan

You may not use your benefit in the Fund as security for a loan or other debt (in other words, you may not cede or pledge it to anyone).

5.8.2 Transfers Of Your Benefit In The Fund To Third Parties

The Fund owns the investments underlying your Investment Account and you are only entitled to benefits permitted by law and in terms of the Rules. You may not transfer your benefit in the Fund to any other person, unless this is specifically allowed by law, for example, the transfer of a pension interest on divorce.

5.9 Provide you with membership information

The Fund must provide you with information about your membership and benefits, at the time that you first become a Member of the Fund, and annually thereafter. The Fund will also provide you with information about the default annuity options as set out in the Default Annuity Strategy when you are close to retirement age. The Administrator will send this information to you.

6 FEES AND CHARGES

The fees and charges specified in the Application Form are charged by the Fund and other parties involved in transactions.

These fees and charges are passed on to you by deducting the equivalent amount from your Investment Account or from your Contribution(s) prior to investment, depending on the nature of the fee or charge. The Administrator will usually use any cash underlying your Investment Account to pay fees which are recovered from your Investment Account and if this is not sufficient, Securities underlying your Investment Account will be sold to pay fees. If Securities are sold to pay fees, this will usually be done proportionately, across the Securities underlying your Investment Account. The charges and fees that the Fund recovers from your Investment Account and/or Contributions may change. The fees charged by the Administrator may be changed on three months' notice to you. The Administrator will, where reasonably practical, advise you of changes to any fees or charges charged by other parties.

Changes to legislation, taxation or the practice of a Regulatory Authority may result in additional costs and charges. The Fund will recover these or any other new, additional costs, charges or fees from your Investment Account and/or Contributions if they are charged to the Fund.

Where you have agreed to pay your financial services provider an initial and/or annual fee, the Fund will pay the Administrator this amount as an administration fee and the Administrator will pay an equal amount to the financial services provider. Initial and annual fees payable to your financial services provider will only be paid out once the amount owing exceeds such minimum amount as the Administrator may determine from time to time.

Each quarterly statement will indicate the applicable fees for the period.

Where VAT is levied on fees and charges, this will be added to the fees and charges recovered from your Investment Account and/or Contributions.

7 REDUCTION OF BENEFITS TO RECOVER FEES FOR FUND EXPENSES

The Fund recovers fees and expenses that are directly related to the investments underlying your Investment Account and to the administration of your benefit in the Fund from your Contributions or from the investments and/or cash underlying your Investment Account. Fund expenses not directly related to these matters such as audit or valuation fees may also be recovered from the investments and/or cash underlying your Investment Account. The Administrator will advise you if the value of your Investment Account has been reduced to pay for Fund expenses.

8 BENEFITS

8.1 Withdrawal Benefit Before Retirement

8.1.1 When May You Withdraw?

You may take a withdrawal benefit from the Fund if you stop contributing to the Fund before your retirement, subject to legal restrictions that may apply and if –

- the market value of the investments underlying your Investment Account is less than R15 000 or any other amount determined by law or a Regulatory Authority from time to time; or
- you have emigrated from South Africa and remained a non resident for a minimum period of three years. Your emigration must be recognised by the South African Reserve Bank.

8.1.2 Amount of Withdrawal Benefit:

The amount of your withdrawal benefit is determined once all the investments underlying your Investment Account have been sold, the proceeds of sale have been received in the Fund's bank account and all fees and charges have been taken into account.

8.1.3 The Administrative Process When You Withdraw:

If you withdraw from the Fund the Administrator will:

- sell the investments that underlie your Investment Account and hold the proceeds in cash in the Fund's bank account;
- where applicable, apply for a tax directive from SARS;
- follow the instructions according to the SARS tax directive (deduct any tax due and pay it to SARS);
- pay you.

This is subject to:

- the Administrator's processing requirements, and
- the requirements of product suppliers/providers.

It will take a minimum of 7 Business Days to finalise, provided all requirements are met. If it forms part of an emigration it will take a minimum of three months. This is partly due to the additional emigration requirements stipulated by SARS.

8.2 Retirement Benefit

8.2.1 When May You Retire?

You may retire from the Fund after you reach age 55. You may retire before age 55 if you become permanently disabled due to an injury or illness. The Trustees need to approve your application for early retirement, based on medical evidence obtained at your cost. You must notify the Administrator of your retirement by submitting the Administrator's applicable form, as explained in 4.13 above.

8.2.2 Benefit at Retirement?

a) Your benefit on retirement is a Compulsory Annuity which provides an income on a periodic basis selected by you. You may choose to have the benefit paid to you in one of the following ways:

- A portion of the amount is paid as a cash lump sum (currently a maximum of one third), with the remaining benefit being used to buy a Compulsory Annuity in your name;
- The full amount is paid as a Compulsory Annuity.

After receiving your retirement notification, or the Trustees approving your early retirement, the Administrator will request a disinvestment of your Investment Account to cash, and apply for a tax directive. The entire benefit due to you, after deducting fees, charges and taxes payable, will be paid once all processing and regulatory requirements have been met.

b) Alternatively, you may elect to receive your retirement benefit in the form of a Flexible Annuity payable by the Fund, provided you comply with the eligibility requirements set by the Trustees from time to time. Please refer to Section 9 below for detail about this option.

8.3 Death Benefits

8.3.1 What Is The Death Benefit?

The value of the death benefit is determined by the market value of your Investment Account when the Securities underlying your Investment Accounts are sold, less fees and charges. This amount is not determined by the date of death or the date of notification of death, but is determined once all the Securities underlying your Investment Account have been sold, the proceeds of sale have been received in the Fund's bank account and all fees and charges have been taken into account.

8.3.2 The Administrative Process On Death:

The Administrator must be notified of your death in writing. The notification should include:

- your full name;
- identity number;
- a certified copy of the death certificate; and
- your investor number.

Following the notification of death, the investments underlying your Investment Account will be sold and the proceeds held in cash in the Fund's bank account.

8.3.3 Who Receives Your Death Benefit?

Legislation requires the Trustees to determine:

- who receives the benefit; and
- the proportions in which the benefit is paid to the recipients.

In some instances the Trustees may also determine how a benefit is paid.

The Trustees will make these decisions after doing a full investigation. Your Nominee will not automatically receive the benefit as Dependants must always be considered under current legislation. If you have Dependants and have Nominees who are not Dependants, the Trustees will use their discretion to decide who must receive the benefit. If you have no Dependants and you have Nominees, the Trustees must establish if your estate has enough money to pay your debts. If there is not enough money in your estate to pay your debts, the benefit must first be used to pay the debts of your estate. Only once all the debts of your estate have been paid, will a payment be made to your Nominee. If you have no Dependants and no Nominees, a lump sum payment will be made to your estate.

Under certain circumstances it may be possible to pay benefits to a trust, if the trust has been established for the benefit of a Beneficiary to whom an allocation has been made by the Trustees. The Trustees may also make payment to a beneficiary fund, registered under the Act.

When the Trustees have finalised their allocation, the value of your death benefit, less fees and charges, will be available for distribution.

8.3.4 Options Available To Beneficiaries Who Receive A Benefit:

Those who receive a benefit usually have the following options, subject to the requirements of Regulatory Authorities, relevant legislation and/or any right the Trustees may have to determine how a benefit is paid:

- purchase a Compulsory Annuity;
- take a cash sum; or
- take a combination of cash and a Compulsory Annuity.

Alternatively, the Beneficiary and/or Dependant in receipt of an allocation may elect to receive a Flexible Annuity payable by the Fund, provided they comply with the eligibility requirements set by the Trustees from time to time. Please refer to Section 9 below for detail about this option.

8.3.5 Administrative Process For Paying A Benefit

Following the Trustees' distribution decision the Administrator will:

- apply for a tax directive from SARS if a cash benefit is payable;
- follow the instructions according to the SARS tax directive,
- pay your Dependant and/or Nominee and/or the provider of the Annuity.

This is subject to:

- the Administrator's processing requirements, and
- the requirements of product suppliers/providers.

9 Flexible Annuities

9.1 Conditions in respect of Flexible Annuity

The conditions relating to each Flexible Annuity will be mutually agreed between the Member or the Beneficiary/Dependant and the Trustees, in consultation with the actuary of the Fund, at the date of the Member's retirement or the date that the Beneficiary and/or Dependant becomes eligible for a death benefit.

9.2 The Flexible Annuity Account

Where a Member elects to receive a Flexible Annuity at retirement, the portion of his retirement benefit not taken as a cash lump sum will form the opening balance of his Flexible Annuity Account. In the case of a Beneficiary/Dependant electing a Flexible Annuity on the death of the Member or the Flexible Annuitant, that portion of the death benefit that has been allocated to the person will form the opening balance of his Flexible Annuity Account.

9.3 Amount of the Flexible Annuity

The commencement date of the Flexible Annuity, and every year thereafter on the anniversary date thereof, the amount of the Flexible Annuity must be confirmed by the Flexible Annuitant. The Administrator shall contact the Flexible Annuitant via the Flexible Annuitant's email address on record 60 (sixty) days before the anniversary date to facilitate the election. Should the Flexible Annuitant not respond or elect a new amount before the anniversary date, the Administrator will continue paying the same amount. The amount of the Flexible Annuity must always fall within limits set out in legislation. The current limits are a minimum of 2.5% and a maximum of 17.5% per year. If the regulatory authorities and/or legislation changes the annuity percentage limits, the new limits will apply.

9.4 Payment of the Flexible Annuity

The Flexible Annuity will be paid by the Fund from the Flexible Annuity Account. The Flexible Annuity is payable in equal monthly installment on the twenty fifth (25th) day of each calendar month, unless otherwise agreed to by the Trustees from time to time. The first monthly installment of a Flexible Annuity is payable on the twenty fifth (25th) day of the calendar month following the election to receive a Flexible Annuity and agreement thereto by the Trustees. A Flexible Annuity is payable until the twenty fifth (25th) day of the month in which the Flexible Annuitant dies, or the month after the Flexible Annuitant dies if he dies after the seventeenth (17th) day of a calendar month. The Flexible Annuity payable to a Flexible Annuitant is paid exclusively out of the remaining credit balance of the Flexible Annuity Account at each commencement anniversary date, as determined by the Trustees in consultation with the actuary, taking into account the Flexible Annuity payments already paid to the Flexible Annuitant, interest earned by the Fund on the investment of such credit balance of the Flexible Annuity Account, as well as any other factors deemed to be appropriate.

9.5 Proof of life

Each Flexible Annuitant shall provide such evidence of his survival or continued eligibility as the Trustees may require. If such evidence is not produced, then the Trustees may direct that payment of the Flexible Annuity be suspended until such evidence is produced.

9.6 Death of the Flexible Annuitant

If a Flexible Annuitant who was a Member of the Fund prior to retirement dies, the remaining credit balance of his Flexible Annuity Account will be allocated in terms of Section 37C of the Act and will be used to provide a similar Flexible Annuity for his Beneficiaries and/or Dependents who will be regarded as Flexible Annuitants. However, at the election of such Beneficiaries and/or Dependents, the remaining credit balance of the deceased Flexible Annuitant's Flexible Annuity Account may be paid to the applicable Beneficiary and/or Dependant as a lump sum, subject to the applicable tax, within 6 (six) months from the date of the death of the Flexible Annuitant. If a Flexible Annuitant who was a Beneficiary and/or Dependant prior to becoming a Flexible Annuitant dies, the remaining credit balance of the deceased Flexible Annuitant's Flexible Annuity Account will be paid to such Flexible Annuitant's estate.

10. THE FUND'S RIGHTS AND RESPONSIBILITIES

10.1 Act in the interests of Members

The Fund and the Trustees must act with honesty, fairness, skill, care and diligence in all dealings with you, and in the interests of all Members of the Fund.

10.2 Invest transfer contributions by Members

The Fund receives transfer benefits on behalf of Members and invests these contributions into the Investment Options selected by Members. The investments are owned by the Fund and held for your benefit - you have no right to specific investments held by the Fund.

10.3 Make Investment Portfolios available and amend the range of options

The Trustees will make a range of Investment Portfolios available as investment options for the Investment Account. The Trustees may remove an Investment Portfolio as an investment option and may introduce new Investment Portfolios from time to time. If for any reason an Investment Portfolio you selected is no longer available, or is closed to further investments for a period of time, the Administrator will contact you and ask you to select an alternative Investment Portfolio.

The Trustees will also determine (and may amend or remove) the available Investment Portfolios for each Flexible Annuity Account in consultation with the actuary of the Fund.

10.4 Comply with investment regulations and change your selected Investment Portfolio

The total assets of the Fund, each Member's Investment Account and every Flexible Annuity Account must comply with the investment regulations of the Act and Exchange Control Regulations. The Fund may instruct the Administrator to change any selected Investment Portfolio(s) by switching the investment from the chosen Investment Portfolio to another selected by the Trustees. This is done if the total assets of the Fund, your selected Investment Portfolio(s) or any Flexible Annuity Account breaches the investment limits set out in the Act.

10.5 Provide you with membership information

The Fund must provide you with information about your membership and benefits, at the time that you first become a Member of the Fund, and annually thereafter. The Fund will also provide you with information about the default annuity options as set out in the Default Annuity Strategy when you are close to retirement age. The Administrator will send this information to you.

10.6 Pass on any bank interest

The Fund must add bank interest, at the rate earned on deposits you make into the Fund's bank account, to your contribution amount if your deposit stays in the account for more than 48 hours. The Administrator will calculate and allocate any interest to your Investment Account.

10.7 Re-invest income distributions

All income distributions from an Investment Portfolio will be reinvested automatically by the Fund.

10.8 Pay Fund expenses

The Fund pays for expenses directly related to an Investment Portfolio and administration of any benefits. The Fund also pays for other expenses such as audit fees, levies payable to the regulatory authorities, bank charges, etc. The Fund may recover the amounts required from benefits of Members, or any Flexible Annuity Account.

10.9 Provide benefits and effect transfers

The Fund's role is to provide benefits at certain times or on certain events. All cash benefits due to you and any Flexible Annuity payments will be paid in South African Rand by electronic fund transfer only, into a current, transmission or savings account. No payments to third party bank accounts will be made. In the event of any non-cash benefits, the Fund will transfer your benefit amount to another approved retirement fund or to the provider of a Compulsory Annuity, as selected by you.

10.10 Deduct and pay tax

Any cash benefit due at withdrawal or retirement, or which is paid to your Dependants or Beneficiaries, including Flexible Annuity payments, may be taxable. The Fund is obliged to deduct tax from the cash amount as per a tax directive issued by the South African Revenue Service (SARS) before it is paid and to pay the tax over to SARS. The Administrator will do this on behalf of the Fund.

10.11 Change the Fund Rules or the terms of this document

The Fund may change the Fund Rules at any time. All changes must be approved by the regulatory authorities. The Fund may also make changes to this document. For the most recent version of the Fund Rules, or this document, please contact your FSP or the Administrator.

10.12 Insurance cover

The Fund maintains professional indemnity and fidelity insurance cover. This means benefits are protected against fraud, negligence, and dishonest conduct by the Trustees.

11. THE ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

11.1 Administer benefits

The Trustees have entered into an administration agreement with the Administrator to administer benefits due to Members or Flexible Annuitants (who are not Members on behalf of the Fund). The Administrator is approved by the regulatory authorities to provide such administration services.

The Administrator must administer benefits in line with the terms of the administration agreement, these terms and conditions, the requirements of the regulatory authorities and legislation.

11.2 Communicate on behalf of the Fund

The Administrator will communicate on behalf of the Fund. The Administrator will communicate as and when this is required by law, by the Fund Rules, for the purposes of carrying out its duties as Administrator or to provide information that may be relevant to your membership of the Fund or the receipt of a Flexible Annuity payment. You and your FSP may use the online servicing portal provided by the Administrator to access information about your investment in the Fund.

The Administrator will confirm changes to personal details that have been received, in writing.

If the Administrator can prove that it has sent any information or document, using the contact details, the Administrator is not liable if such information or document is not received.

11.3 Accept, reject and process instructions

The Administrator may accept or reject Member applications or any subsequent instructions, on behalf of the Fund. The Administrator may also reverse a transaction on behalf of the Fund, if it decides the circumstances justify it.

The Administrator is not obliged to act on any instruction (including a Beneficiary nomination) that is not on the form that the Administrator has made available for that type of instruction, but may act on it if it deems it appropriate in the circumstances to do so.

The Administrator is responsible for the processing of 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 Fund, nor the Administrator is responsible for any losses due to it not adhering to its timing standards.

New membership applications:

New membership applications:

Any fully and correctly completed and signed application form which has all required documentation attached, received and accepted by the Administrator, and where the contributions 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 application will be treated as if it had been received before 11h00 on the next Business Day. The Member will receive the prices applicable on the day of processing. Internet banking payments may take up to 2 Business Days to reflect in the applicable bank account. Please note that in accordance with banking legislation, cheque deposits will need to undergo a clearing period of 10 calendar days within the Rand Monetary Area and 15 calendar days outside the Rand Monetary Area. The funds will therefore only be available for investment after the clearing period has lapsed.

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 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. The Member will receive the prices applicable on the day of processing.

Switches between Investment Portfolios:

A switch between Investment Portfolios will involve sales and purchases in the market. Any instruction to switch between Investment Portfolios, fully and correctly completed on the applicable form and signed, received and accepted by the Administrator before 11h00 on any Business Day will be processed on the same Business Day or the Business Day thereafter. If receipt takes place after 11h00 on any Business Day, the instruction will be treated as if it had been received before 11h00 on the next Business Day. The Member will receive the prices applicable on the day of processing.

Benefit processing and payments:

It will take a minimum of 10 Business Days to finalise, provided all requirements are met and all supporting documentation has been received by the Administrator.

11.4 Deduct and pay fees and charges

The Administrator will collect and distribute the investment and/or transaction charges and fees payable in respect of the Investment Account, the Flexible Annuity Account, the Investment Portfolios and or benefits from the Fund.

11.5 Calculate and pay bank interest

Interest at the rate earned on the Fund's bank account will be applied to contributions if it takes longer than 48 hours after receipt of the contribution to start processing the investment of the contribution. Interest earned in the first 48 hours is paid to the Administrator as an administration fee.

11.6 Make payments

The Administrator will make benefit and expense payments on behalf of the Fund.

11.7 Insurance cover

The Administrator maintains professional indemnity and fidelity insurance cover. This provides protection against fraud, negligence, and dishonest conduct by the Administrator.

12 THE ADMINISTRATOR'S OTHER RIGHTS AND DUTIES

The role of the Administrator and some of its rights and duties have already been referred to above. Some further rights and duties of the Administrator that may affect you are set out below:

12.1 Purchase of Underlying Assets

The Administrator will procure the sale of all of the Securities/ Unit Trust for which sale instructions have been received. Prices cannot be guaranteed or determined in advance and no price limits on orders can be accepted. The proceeds of sale of Securities/ Unit Trust will be the Member's proportionate share of the total proceeds realised from the sale Securities/ Unit Trust less the applicable fees and charges as set out in the Application Form.

The Administrator will procure the sale of all of the Securities/ Unit Trust for which sale instructions have been received 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 can be accepted.

The proceeds of sale of Securities/ Unit Trust will be the Member's proportionate share of the total proceeds realised from the sale of identical Securities by the Administrator on that Business Day, less the applicable fees and charges as set out in the Application Form.

12.2 Accepting Or Rejecting Applications And Instructions

The Administrator may accept or reject your application or any subsequent instructions, on behalf of the Fund. The Administrator may also reverse a transaction on behalf of the Fund, if it decides the circumstances justify it.

The Administrator is not obliged to act on any instruction (including a Beneficiary nomination) that is not on the form that the Administrator has made available for that type of instruction, but may act on it if it deems it appropriate in the circumstances to do so.

12.3 Communicating With You

The Administrator will communicate with you on behalf of the Fund. The Administrator will communicate with you as and when this is required by law, by the Rules, for the purposes of carrying out its duties as Administrator or to provide you with information that may be relevant to your membership of the Fund. You and your financial services provider may use the online servicing portal provided by the Administrator to access information about your investment in the Fund.

The Administrator will confirm changes to your Member 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.

12.4 Statements

The Administrator will provide you with statements showing details of the investments underlying your Investment Account and the value of such investments on a quarterly basis unless the value of your Investment Account is less than R1 000 in which case statements will be provided annually. Additional statements are available from the Administrator on request.

12.5 Administrator's Liability

The Administrator will not be liable to the Member or any other person for any loss or damage unless this results directly from the Administrator's own negligence, fraud or willful misconduct.

12.6 Processing Of Instructions And Time Lines

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 Fund, nor the Administrator is responsible for any losses due to it not adhering to its timing standards.

12.6.1 New Membership Applications:

Any fully and correctly completed and signed Application Form which has all required documentation attached, received and accepted by the Administrator, 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 application will be treated as if it had been received before 11h00 on the next Business Day. The Member will receive the prices applicable on the day of processing. Internet banking payments may take up to 2 Business Days to reflect in the applicable bank account. Please note that in accordance with banking legislation, cheque deposits will need to undergo a clearing period of 10 calendar days within the Rand Monetary Area and 15 calendar days outside the Rand Monetary Area. The funds will therefore only be available for investment after the clearing period has lapsed.

Specific provisions relating to new debit orders are set out below:

12.6.2 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 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. The Member will receive the prices applicable on the day of processing.

Specific provisions relating to additional Contributions by debit order are set out below:

12.6.3 Debit Orders:

Any debit order instruction whether in respect of a new application or an additional Contribution, fully and correctly completed on the applicable form and signed, which has all required documentation attached and which is received and accepted by the Administrator 10 Business Days or more before 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.

12.6.4 Switches Between Investment Portfolios:

A switch between Investment Portfolios will involve sales and purchases in the market. Any instruction to switch between Investment Portfolios, fully and correctly completed on the applicable form and signed, received and accepted by the Administrator before 11h00 on any Business Day will be processed on the same Business Day or the Business Day thereafter. If receipt takes place after 11h00 on any Business Day, the instruction will be treated as if it had been received before 11h00 on the next Business Day. The Member will receive the prices applicable on the day of processing (see Section 9.2 above due to)

12.7 Restrictions Relating To Securities and Unit Trusts Purchased By Debit Order

A 40 day holding period always applies to Securities bought by debit order and such Securities may not be sold until this holding period has expired.

12.8 Interest On Cash Held In Bank Account

Interest at the rate earned on the Fund's bank account will be applied to Contributions if it takes longer than 48 hours after receipt of the Contribution to start processing the investment of the Contribution. Interest earned in the first 48 hours is paid to the Administrator as an administration fee.

12.9 Matters That Are Not The Responsibility Of The Fund, The Trustees And The Administrator

Some matters that the Fund, the Trustees and the Administrator are not responsible for (like financial advice) are already covered above. Some other matters that they are not responsible for are set out in this section.

12.9.1 There Are No 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.

12.9.2 Certain Losses Suffered

The Administrator, the Fund and the Trustees are not responsible for any losses that may be suffered due to:

- the investment or market risk of the underlying investments;
- changes in tax or other legislation that affect your membership of the Fund or your benefits in any way;
- any delay in the processing of, or the rejection of, an application or instruction because your financial services provider or representative is not properly authorised under FAIS or does not have a contract with the Administrator;
- anything done by a financial services provider that was appointed by you, including but not only unauthorised instructions given by the financial services provider;
- the failure of any networks or electronic or mechanical devices;
- the Administrator or the Fund and its Trustees providing your appointed financial services provider with details about your investment either via telephone, email, fax or a secure website;
- the Administrator or the Fund acting on information and instructions sent electronically or by fax;
- the Administrator or the Fund acting on incorrect information where you have failed to properly notify them of any changes to such information;
- instructions being incomplete or not in the required format;
- anything done or not done by any third party which provides the Securities or is otherwise involved in the transactions that take place in respect of the Investment Portfolios.

13. PROCESSING OF PERSONAL INFORMATION

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

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

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

14. INFORMATION ABOUT THE FUND, ADMINISTRATOR, PRINCIPAL OFFICER AND PRODUCT INVESTMENT PLATFORM

Registered Address of Fund 15 Philips Street Ferndale Randburg 2194

Fund Registration Number 38088

Fund Principal Officer Helena Swart
Email po@itransact.co.za

Fund Administrator Automated Outsourcing Services (Pty) Ltd
15 Philips Street, Ferndale, Randburg, South Africa, 2194
PO Box 4769, Randburg, South Africa, 2125
011 561 6668
Telephone info@itransact.co.za
Email www.itransact.co.za
Website

Product Investment Platform Itransact
Financial Advisor Support
Centre Telephone 086 143 2383

Investor Support Centre
Telephone 086 146 8383

15. COMPLAINTS PROCEDURE

If you are not satisfied with any aspect of your membership of the Fund which includes benefits under the Fund, the administration of the Fund, the investment of its assets, or the application of the Rules, you can write to the principal officer of the Fund at the postal or email address above. Please include all supporting documents. The Fund must respond in writing within 30 calendar days of receiving the complaint. If you are not satisfied with the response or if no response is received within 30 calendar days after receipt of the complaint, you are entitled to contact the Pension Funds Adjudicator at:

Telephone PO Box 651826 Benmore 2010
086 066 2837
Fax 086 538 6423
Email enquiries@pfa.org.za

If you have a complaint regarding a service rendered by a financial services provider relating to your investments under the Fund, you are entitled to write to the Ombud for Financial Services Providers at:

Toll-free PO Box 74571 Lynnwood Ridge 0040
0860 324 766
Email info@faisombud.co.za

16. IMPORTANT INFORMATION

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

Registered Name:	Automated Outsourcing Services (Pty) Limited
Other Trading Name:	Itransact
Registration Number:	1997/013802/07
Physical Address:	15 Philips Street Randburg South Africa 2194
Postal Address:	PO Box 4769 Randburg South Africa 2125
Telephone:	011 5616600
Fax:	011 388 1182
Email Address:	info@aospartner.com
Website:	www.aospartner.com
Financial Sector Conduct Authority License Number:	650
Compliance Officer:	Lee-Anne Torres
Telephone:	011 561 6600
Email Address:	compliance@itransact.co.za
External Compliance Advisor:	Moonstone Compliance (Pty) Limited
Key Individuals:	Mark Baisley, Mark Gill
Professional Indemnity and Fidelity Cover:	Old Mutual Insurance

17. PRODUCTS APPROVED

Category 1: Intermediary Services

Structured Deposits; Securities and Instruments; Participatory Interest in a hedge fund; Long-term Insurance subcategory C; Retail Pension Benefits; Shares; Money Market Instruments; Debentures and Securitised debt; Derivative Instruments; Participatory Interest in one or more Collective Investment Schemes; Long-term Deposits; Short-term Deposits and Bonds.

Category III: Administrative FSP

Structured Deposits; Securities and Instruments; Participatory Interest in a hedge fund; Long-term Insurance subcategory C; Retail Pension Benefits; Shares; Money Market Instruments; Debentures and Securitised debt; Derivative Instruments; Participatory Interest in one or more Collective Investment Schemes; Long-term Deposits; Short-term Deposits and Bonds.

18. COMPLAINTS RESOLUTION SYSTEM AND CONFLICT OF INTEREST MANAGEMENT POLICY

Automated Outsourcing Services (Pty) Limited (trading as Itransact) is committed to comply with FAIS as the purpose of this Act is to protect the Investor. In this regard a complaints resolution system and a conflict of interest management policy are in place, both of which you may obtain from Itransact upon request. If you have any queries in this regard, please contact us on any of the details listed below.

19. ADMINISTRATORS CONTACT DETAILS

Financial Advisor Support Centre

Telephone 086 143 2383 | Email info@itransact.co.za

Investor Support Centre

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

www.itransact.co.za