

# Terms and Conditions: Ashburton Retirement Annuity

## Definitions

**“Administrator”** This is the company that is appointed by the Trustees to administer the Fund - Ashburton Investor Services (Proprietary) Limited, an authorised administrative financial services provider in terms of the Financial Advisory and Intermediaries Services Act 2002 (Act No. 37 of 2002).

**“Ashburton Management Company (RF) (Proprietary) Limited”** is the Administrator of the Ashburton range of unit trusts and is authorised to do so as manager in terms of the Collective Investment Schemes Control Act, 2002 (Act No. 45 of 2002) (“CISCA”). It is regulated by the Financial Services Board and is a full member of the Association for Savings and Investments South Africa.

**“Ashburton Nominees (Proprietary) Limited”** This is the nominee company approved by the Financial Services Board (“FSB”) that holds the assets on behalf of the Fund as provided by the FAIS Act.

**“Beneficiary”** A person nominated to receive payment of the benefit on your death.

**“Business day”** is any day other than a Saturday, Sunday or South African public holiday. Day and business day have the same meaning except where calendar days are referred to in the context of cancelling your contract.

**“Dependant”** The person(s), as prescribed by legislation who must be considered for a benefit on your death.

**“Fund”** means the Ashburton Retirement Annuity Fund, registered (Registration Number 12/8/38102/R) in terms of the Pension Funds Act, 1956 (Act No. 24 of 1956) and approved by the South African Revenue Service (“SARS”). The Fund is governed by the Fund Rules and relevant legislation.

**“Fund List”** refers to the list of unit trusts provided to you and/or your financial advisor to assist with unit trust selection, listing all the unit trusts available to investors by the Administrator, published by the Administrator from time to time and updated on the website.

**“Fund Rules”** The rules, approved by the regulatory authorities, which govern your membership, the management and operation of the Fund.

**“Investment Account”** The account through which the unit trust(s) you choose is administered in the Fund.

**“Manager”** refers to the company that administers the Portfolio(s) of a Collective Investment Scheme/unit trusts in terms of the Collective Investment Scheme Control Act, (Act No. 45 of 2002).

**“Model Portfolio”** a pre-determined selection of unit trusts administered by the Administrator and managed by a portfolio manager to meet the investment objectives specified for that model portfolio.

**“Member”/ “You”/“Contract Holder”/“Investor”** refers to the legal holder of this contract.

**“Pension Funds Act”** means Pension Funds Act, 1956 (Act No. 24 of 1956).

**“Personal Share Portfolio”/“PSP”** is a selection of listed securities and/or instruments which may include shares, property, bonds and money market instruments administered by the Administrator and managed by a portfolio manager to meet the investment objectives specified for that PSP.

**“Phase-In”** means to introduce something gradually, to introduce something in stages over a period of time.

**“Phase-In Fund”** refers to the Ashburton Money Market Fund- Phase – In Account. The minimum phase - in period is three (3) months and the maximum phase- in period is twenty four (24) months.

**“Phase-In Sum”** refers to the part of the initial investment (or the part of an additional investment) that the investor indicates either in the application form or the relevant investment instruction form is to be invested in unit trusts.

**“Portfolio”** The underlying assets of a portfolio vary depending on the portfolio's investment objective. Portfolios may include “unit trust(s)”, “model portfolios” and/or “PSP’s”.

**“Portfolio Manager”** refers to one or more investment manager(s) who manages the investor's portfolio, or any component thereof, on a discretionary basis.

**“Rebate”** shall mean a fee paid by the Manager to the Administrator for the administration, distribution and/or marketing costs represented by the distribution opportunity presented by the Administrator's platform.

**“Retirement Fund”** This is any fund registered in terms of the Pension Funds Act, 1956 or any other South African pension fund established in terms of legislation. It could be a retirement annuity fund, a pension, preservation or a provident fund.

**“Silica”** means Silica Financial Administration Solutions (Pty) Ltd and has been appointed as an administrator for processing of all applications and investor information. Silica is an authorised administrative financial services provider in terms of the FAIS Act and acts as the execution agent.

**“Terms and Conditions of Membership”** provides an overview of the features of membership of the Ashburton Retirement Annuity Fund. It also describes how the Fund is administered. The Fund Rules and legislation will take preference over the Terms and Conditions of Membership.

**“Trustees”** The persons who manage the Fund according to the Fund Rules and relevant legislation.

**“Unit Trust(s)”** refers to a portfolio of a collective investment scheme being divided into equal parts. It is an arrangement that allows contract holders to pool their money and have it professionally managed and invested in a range of underlying assets. Each unit represents a direct proportionate interest in every underlying asset of the portfolio. The number of units in your contract depends on how much money you contribute and what the unit price is when units are purchased.

**“Website”** refers to the website as per the application form.

## A. General information

1. These terms and conditions are available on our website at [www.ashburtoninvestments.com](http://www.ashburtoninvestments.com), your financial advisor and/or from our Client Services Team.
2. The Terms and Conditions of Membership provide an overview of the features of membership of the Fund. It describes how the Fund is administered. The Fund Rules and legislation will take precedence over the Terms and Conditions of Membership and are binding on you. A member is entitled upon written application to the Fund, to receive a copy of the Fund Rules.
3. The application form, these terms and conditions and the documents as per the Checklist, available on our website, form the basis of the contract between the Administrator and you. All other instructions which you provide to the Administrator shall also form part of this contract.
4. After we have accepted your application you cannot cancel the contract. You may, however transfer your membership.
5. Your date of commencement of membership shall be the later of the date on which your application has been accepted and a contribution has been received in the bank account of the Fund.
6. The Administrator will confirm changes, provide statements and process instructions.
7. The terms and conditions of this contract may be amended at any time. You will at all times be notified of this. Please contact your financial advisor (if appointed), the Client Services Team and/or the website for the latest versions of these. Your instructions will be processed as long as it is within legal and product limits.
8. The investment is owned by the Fund, which in turn is held in trust by Ashburton Nominees (Pty) Ltd.
9. The Administrator has a conflict of interest management policy which is available on the website.
10. The Fund is subject to the South African Income Tax Act, (Act No. 58 of 1962) and tax will be deducted where applicable.
11. The Administrator holds adequate Professional Indemnity and Fidelity insurance cover as per the required legislation.
12. We may make your investment information available to third party providers. You give us permission to make your information available to such a provider subject to the applicable governing legislation and scope of each investment transaction. For the purposes of this contract, Silica will have access to your information.
13. The ongoing advice fee, as agreed between you and your financial advisor, will be levied as a cost against the Ashburton Retirement Annuity Fund in terms of the product rules. This may be withheld or terminated to the financial advisor where they have not met their advice giving obligations as defined by the Financial Services Board to you or where their mandate is terminated.

## B. Ashburton Retirement Annuity Fund

1. The Fund is designed to allow natural persons to make additional provision for their retirement through voluntary contributions and members that have exited approved retirement funds to preserve their benefits for retirement in the form of transferring funds already saved in approved retirement funds. The Fund promotes retirement savings through tax incentives.
2. Trustees: The Administrator is the sponsor of the Fund. The Fund is a separate legal entity governed by the board of trustees. The trustees must protect the interests of Members and act with impartiality, due care, diligence and good faith. The law specifically requires the trustees to apply the Rules of the Fund, appoint a principal officer, communicate with members and ensure proper administration. The trustees have put governance procedures in place to fulfil these responsibilities.
3. Membership: Investors eligible for membership in the Fund include:
  - a) natural persons; and b) the member must be transferring the benefit from an approved retirement fund (including divorce benefits in respect of non-member spouses); or c) the member must make a voluntary contribution (which can be in the form of a debit order) to the Fund.
4. Additional Contributions: Additional contributions may be made to the Fund. Contributions to the fund can only be made in South African Rand.
5. Investment Restrictions: Regulation 28 of the Pensions Funds Act prescribes investment limits on the types of investment for a retirement fund to protect the assets of the fund. If your investment does not comply with Regulation 28 and you do not send us an instruction to re-align your investment with Regulation 28 within a period of twelve (12) months, the Fund will make the necessary changes on your behalf. Should the Fund become non-compliant with these limits it may switch your investment in order to ensure compliance.
6. Withdrawals That May be Taken Prior To Retirement: No withdrawals are permitted prior to retirement from a retirement annuity with the exception of:
  - Transfers to another approved retirement annuity fund; or
  - Where the entire investment value of the member's benefit is less than R 7,000.00 and the full value is being withdrawn; or
  - The member has emigrated from South Africa and such emigration is recognised by the South African Reserve Bank for purposes of exchange control.All withdrawal benefits from a retirement annuity fund are subject to tax as determined by Schedule 2 of the Income Tax Act.
7. Third party payments: are not permitted. All payments must be made directly to the Investor.
8. Section 14 Transfers: of the Pension Funds Act: For the avoidance of doubt, a Transferor Fund is the fund from where the benefits of a transfer are originating from and a Transferee Fund is the fund which will be the recipient fund of the benefits of the transfer. The following are transfers in which the requirements of Section 14 are applicable with regards to the Fund:
  - Transfers from a pension preservation fund,
  - Transfers from a provident preservation fund,
  - Transfers to a pension preservation fund,
  - Transfers to another retirement annuity fund,
  - Transfers from an occupational pension/provident fund whereby that fund is being wound up,
  - Transfers from an occupational pension/provident fund whereby the business of from one employer is transferred to another in terms of section 197 of the Labour Relations Act, 1995
9. Retirement Benefits From the Fund: In order for a member to retire from a retirement annuity fund, one the following criteria must be met: a) The member must be 55 years of age or older; or b) The trustees must be satisfied that the member is permanently disabled through infirmity of mind or body and is entitled to an early retirement benefit. The Administrator will only process an ill-health retirement if the board of trustees have approved the ill-health claim. All members who have retired must purchase a compulsory annuity with at least two-thirds of the benefit and may only withdraw one-third in cash; unless the total benefit value is R 75,000.00 or less, in which case the full amount may be taken in cash. All benefits on retirement where the member has elected to take the cash benefit must have tax applied. Membership of the Fund will cease as soon as the purchase of the annuity is concluded and the balance of any cash portion is paid. Benefits payable by the Fund will be made in South African Rand.
10. Disposal Of Death Benefits From The Fund Amongst the fiduciary duties of the trustees of the Fund, is the duty to dispose death benefits. While members may complete and submit beneficiary nominations, these are not binding on the trustee's decision but may be used by the trustees as guidance. The Administrator will dispose of the death benefit according to the decisions made by the Fund's board of trustees.
11. Beneficiary/(ies): You may nominate a beneficiary to receive the investment proceeds if you die before retirement. While members may complete and submit beneficiary nominations, these are not binding on the trustee's decision but may be used by the trustees as guidance. When you die, the Trustees have the discretion and may allocate the proceeds of your Fund to your dependants as indicated in the Pension Funds Act, even if you have nominated another beneficiary. The Administrator will dispose of the death benefit according to the decisions made by the fund's board of trustees. The beneficiary(ies) shall be entitled to elect to receive one or more annuities, or a combination of annuity(ies) and a lump sum or a lump sum only. Any death benefit disposed of in the form of cash must have tax applied to it. After purchase of the annuity(ies) and the payment of any lump sum portion, the Fund shall have no further obligations towards the beneficiaries. When we are notified of your death, in writing and subject to the Fund's requirements regarding notification being met, the trustees of the Fund may sell your investment portfolio and invest the proceeds in a default account until the trustees of the Fund have provided a final instruction on how the benefit must be paid out.
12. Cession: You may not cede retirement benefits or use retirement benefits as security.
13. Advice Fees: The total initial advice fee payable must not exceed the maximum of 3% (excluding VAT) irrespective of how many financial advisors are involved. The total on-going advice fee payable must not exceed the maximum of 1% (excluding VAT) irrespective of how many financial advisors are involved.
14. Specific class of Fund: If a specific class of fund is closed or if the Administrator cannot continue to offer it, the Administrator will inform you and request a new investment instruction. If the Administrator does not receive an alternative instruction from you within 30 (thirty) days, the assets will be at the trustee's discretion.
15. Minimum Investment: The minimum investment in the Fund is R25 000.00 (twenty-five thousand rand). The minimum additional investment amount is R2 000.00 (two thousand rand). The recurring debit order amount (Act No. 66 of 1995), and the employment of the member with the participating employer of the occupational fund is transferred to the new employer.

is a minimum of R500.00 (five hundred rand) per month or frequency equivalent. In the event that the debit order is cancelled and/or the minimum investment falls below the requirement, we reserve the right to terminate your contract and will notify you accordingly. The total value of once-off debits may not exceed R1 000 000 in any 40 day period. The alternative payment method for amounts exceeding R1 000 000 is an electronic funds transfer directly into our bank account.

16. Unclaimed Benefits: The ASISA (Association of Savings and Investments South Africa) standard on unclaimed assets will be used as a guide. A detailed copy can be found on the website at [www.asisa.co.za](http://www.asisa.co.za). The

Administrator will contact the contract holder or beneficiary when they become entitled to any benefit within this contract. The contract holder must at all times ensure that the Administrator has their updated contact details. In the event that the Administrator is unable to make contact with the contract holder or the beneficiary, the benefit will be deemed unclaimed. The Administrator may make use of third party resources in order to contact the beneficiary and any reasonable costs incurred in tracing the beneficiary may be recovered from the contract. The standard minimum tracing principles as per the ASISA guide, and/or Section 37C of the Pension Funds Act, will be followed.

## C. Communication

1. You can register for secure online web access, which will give up to date information on your investment and transactions. Upon acceptance of your application you will be granted online access within two business days if you have selected it.
2. All communication and correspondence is available on the website. It is easily retrievable to view or download by you and/or your financial advisor.
3. You can elect to receive your communication by email.
4. The Administrator will send notifications to your financial advisor upon receipt of an instruction.
5. By appointing a financial services provider (FSP), you consent to them receiving all communication regarding your investment.
6. Following commencement of membership you will receive a welcome pack with your membership information and a summary of your investments.
7. A transaction confirmation will be sent, once the transaction has been processed.
8. Quarterly statements are available on the website. You will be notified by either sms or email when quarterly statements are available on the website depending on your notification preference.
9. The Administrator promotes environmentally friendly practices. The option to receive your communication via post is only available on request.

## D. Financial advisor and licensing

1. It is always prudent for you to obtain a financial advisor. It is your responsibility to choose and appoint one and to negotiate fees with such a financial advisor.
2. The Administrator will only accept the appointment of a financial advisor if such advisor is a representative of a financial services provider (FSP) that is approved by the Financial Services Board (FSB) and is appropriately licenced to render services for this product in terms of section 7(3) of FAIS and who has a service level agreement with the Administrator to act as your appointed advisor and to earn advice fees on your investment.
3. You can appoint a financial advisor to provide you with advice if they are authorised to do so as a representative of a Category I FSP and/or Category II FSP.
4. Should your financial advisor be a representative of a Category II FSP, you may instruct the Administrator to accept their investment instructions as they may act as a discretionary investment manager, subject to an agreed mandate.
5. The Administrator will verify each advisor license category and underlying financial product categories with the FSB.
6. In the event that the financial advisor is not appropriately licensed, the Administrator will not execute any instructions. Notwithstanding the above, it must be noted that the Administrator will under no circumstances be held responsible for any direct or indirect loss or damages caused.
7. The information used to verify FAIS licenses is sourced from third party providers. The Administrator makes every effort to ensure the accuracy of the information but this cannot guarantee it. The Administrator will not be responsible should the information be incorrect and cause delay in executing a transaction.
8. Where you have elected not to use a financial advisor, the Administrator will not provide you with any advice. The selection of the investment will be entirely at your discretion. You will only be provided with factual information and only queries of an administrative nature will be responded to.
9. There is no guarantee of the performance or capital guarantee of the investment and the Administrator will not bear any responsibility for inadequate or insufficient advice on the investment.
10. Should you decide to remove or change your financial advisor, this instruction must be made in writing to the Administrator.

## E. Processing of instructions

1. You must ensure that all of the instructions and supporting documentation (outlined in the Checklist, available on the website) that you provide are clear and complete and in the correct form. If there are any changes to the information provided in the application form, you must initial such changes. It must be noted, however, that the contract holder may under no circumstances amend the application form, terms and conditions and required supporting documentation.
2. If any instruction is submitted to the Administrator, the responsibility of ensuring that such instruction was received is that of the contract holder and/or financial advisor. Fax confirmation receipts or e-mail delivery confirmations do not constitute proof that the instruction has been received.
3. The Administrator reserves the right to withhold the processing of any unclear, incomplete or ambiguous instructions submitted by the contract holder or financial advisor.
4. The Administrator will only process your application when all required documents are received and, if applicable, the deposit reflects in the bank account. You will be notified via your financial advisor or your communication preference method once your investment is active.
5. All valid investment/transaction instructions received before 2(two) pm on a business day will be processed on the same day and receive the closing price of the following day. Should the investor deposit a cheque, the investment/transaction will only be effected once the funds have been cleared. The Administrator will debit your account for a once-off debit (if requested) within two business days of receiving a valid and complete application and supporting documents or on the date specified on the application form.
6. If you switch units, the switch out (sell) and switch in (buy) leg will not take place on the same day.
7. If the debit order date falls on a non-business day, it will be processed on the next business day. Your bank account will be debited on the 1st business day of the month and units will be purchased the next business day.
8. If you select an annual escalation of your recurring investment, the escalation date that you select on the application will be your anniversary date. If no date is indicated, the date of your initial investment will be your anniversary date.
9. When you make an initial investment or an additional contribution, you may phase your investment into your selected unit trusts monthly over a minimum of 3 (three) months and a maximum of 24 (twenty four) months. Should you wish to phase your investment in, your contribution must initially be placed in the Ashburton Money Market Fund Phase –In Account. You acknowledge that this is subject to the investment minimums (as per the application form) applicable at the time of the transaction.
10. In the event that your fund has a balance of R100 or less, the Administrator will switch this amount to the fund with the highest value, subject to Regulation 28 investment restrictions.
11. You are obliged to inform the Administrator of any changes with regards to your bank or contact details, including your postal, residential and email address, and provide, where appropriate, supporting documentation.
12. The Fund does not accept cash deposited directly into its bank account, cash has to be moved from the investor's bank account either via electronic funds transfer or via direct debit.
13. Interest earned by the Fund in its bank account on a contribution shall accrue for the benefit of the member from the first day after the contribution was received, until the contribution is invested according to your investment selection.
14. No interest shall be payable by the Administrator until the expiry of the first completed Business Day after the receipt by the Administrator of the funds. After the expiry of the first completed Business Day, interest shall become payable at the best call account rate published by FNB Savings and Investments through its Online Banking Platform as amended from time to time. Please refer to [www.fnb.co.za/rates](http://www.fnb.co.za/rates) for the applicable interest rate.

## F. Investment

1. You may select any one or a combination of the unit trusts made available by the Administrator as the underlying investments of this contract. It is your responsibility to ensure that your investment is at all times Regulation 28 Compliant. Investments are held in safe custody by Ashburton Nominees (Pty) Ltd. The value of the investment is directly linked to the underlying investments and the risk of loss or poor performance is carried by the member. The value of the Fund is therefore not guaranteed.
2. The market value of the investment is increased by:
  - Positive investment returns;
  - Additional contributions;
  - Allocations of dividends and interest earned.
3. The market value of the investment is reduced by:
  - Negative investment returns;
  - Any relevant fees and charges;

## G. Ringfencing

1. Ring-fenced" or "ring-fencing" means the suspension of a disinvestment instruction of units in a collective investment scheme by the Unit Trust management company in accordance with the Collective Investment Schemes Act, 2002 (Act No. 45 of 2002).
2. When the Administrator is notified that a Manager has ring-fenced a sell instruction, the Administrator will cancel a sell or switch instruction. The Administrator will then resubmit Your instruction the following Business Day for trade at the price of that day.
3. Should the instruction be ring-fenced again, the Administrator will follow the ring-fencing process. This means that it could take up to twenty (20) days for the proceeds to be available.
3. You hereby indemnify the Administrator and Insurer from any direct and indirect loss or damages that You may suffer due to ring-fencing.

## H. Model portfolio

In the event that the investor wishes to invest all or part of his/her initial investment (or any subsequent additional investments) in a model portfolio the following provisions of shall apply:

- A model portfolio is not a collective investment scheme.
- Where an investor selects a model portfolio, the investor will hold a separate portfolio of units in the underlying investments.
- The portfolio manager shall be solely responsible for selecting funds which are to be included in the model portfolio.
- In the event that the composition of a relevant model portfolio is changed, the investor hereby authorises the Administrator to accept instructions from the portfolio manager.
- The member may at any time withdraw from or switch out of the model portfolio by written notice to the Administrator.

## I. Personal share portfolio

1. In the event that the investor wishes to invest all or part of his/her initial investment (or any subsequent additional investments) in a PSP the following provisions shall apply:
  - Only lump sum investments that meet the relevant minimum amounts will be accepted. Relevant minimums are disclosed in the PSP factsheets available on the website.
  - A PSP is not a collective investment scheme.
  - Where an investor selects a PSP, the investor will hold a portfolio of listed securities and instruments which may include shares, property, bonds and money market instruments.
  - In the case of a segregated PSP, the portfolio manager shall be solely responsible for selecting securities and instruments which are to be included in the portfolio. The management of a portfolio will be governed by a discretionary portfolio management agreement.
  - In the case of a bespoke PSP, the investor and/or his/her FSP shall be solely responsible for selecting securities and instruments which are to be included in the portfolio. In the event that the composition of a relevant PSP is changed, the investor hereby authorises the Administrator to accept instructions from the portfolio manager. The investor may at any time switch out of the PSP by written notice to the Administrator.
2. A minimum of 2% of your investment into a PSP will be allocated to the Ashburton Money Market Fund - Fee Account from which the Administrator will deduct the annual administration fee and advice fee which is disclosed in the application form. The Administrator will switch funds from the investor's PSP on a semi-annual basis to provide for the annual fee requirements.
3. In the event that there are insufficient funds in the Ashburton Money Market Fund -Fee Account to pay annual fees, the Administrator will redeem units proportionately from other assets in your investment before instructing a redemption against the PSP.
4. In the event of a partial switch from a PSP, and the remaining balance falls below the minimum required for the relevant PSP, the Administrator may request that you switch the remaining balance as well. Failure to do so may result in the Administrator switching the remaining balance to the Ashburton Money Market - Fee Account.
5. The portfolio manager will only act upon instructions from the investor for bespoke PSP's.
6. The portfolio management fee, which is determined by the portfolio manager, is recovered from the PSP.
7. Detailed statements will be available from the portfolio manager. Such PSP statements may exclude the annual administration fee, annual advice fee and tax that has not been collected from the PSP.

## J. Phase-in

1. If the member requests to phase-in all or part of his/her initial investment the following will apply:
  - The phase-in sum shall be transferred into the phase-in fund no later than the business day following the day of the acceptance by the Administrator of the relevant instruction form.
  - The member acknowledges that the Administrator shall be authorised to withdraw from the phase-in fund and invest in your chosen investment portfolio on the first business day of each month until your selected number of phases have been completed.
- If the instruction to phase-in is received by the 20th of the month, the first phase-in will take place on the first business day of the next month.
- The next phase-in amount is calculated using the latest market value of the phase-in fund on the remaining total balance of the phase-in fund (including interest & dividends where applicable and market performance) divided by the remaining number of phases left.

## K. Ashburton money market fund - Fee account

1. You may allocate a portion of your investment to the Ashburton Money Market Fund from which the Administrator will deduct the annual administration fee and advice fee.
2. Should you choose the Ashburton Money Market Fund as the preferred fee unit trust and it does not have sufficient funds to pay fees, or you do not select a preferred fee account, the Administrator will: if there is insufficient balance in that unit trust the Administrator will deduct fees proportionately from the remaining unit trusts with balances.
3. For clarification, the Ashburton Money Market Fund designated for the deduction of fees and charges will be called the Ashburton Money Market Fund - Fee Account. This means that you can have both the Ashburton Money Market Fund - Fee Account and Ashburton Money Market Fund on your contract.

## L. Fees and charges

1. There are fees involved with investing. These fees exclude VAT, unless stated otherwise.
2. When a fee or charge is levied against the underlying investments of the contract of your choice of Unit Trusts, their associated class will determine certain aspects of the fee structure as outlined in the fee quotation.
3. Where applicable, these fees and charges are levied proportionately across the Portfolio in the contract. You may choose to have your annual administration and annual advisor fees deducted from your Ashburton Money Market Fund Fee Account. If the preferred fee Unit Trust does not have sufficient funds to pay the fees the Administrator will deduct fees proportionately from the remaining Portfolio.
4. The types of fees that may be deducted from your contract on an initial and annual basis are:
  - administration fees;
  - model portfolio fees (if applicable); and
  - financial advisor fees.
5. Initial fees are deducted before the investment of the contribution is made.
6. If the Manager of your chosen Unit Trust fund charges an initial fee to invest in its funds, the Manager may deduct this fee before purchasing units in the fund.
7. Should you select to invest in the solutions managed within the FirstRand Group that are available through the Administrator, no platform administration fees shall be charged. Platform administration fees are only levied on solutions managed by third party managers. Platform administration fees are charged on a tiered sliding scale. The average platform administration fee may differ from contract holder to contract holder according to the chosen range of funds and total investment amount
8. All annual fees are accrued daily, based on the market value of the Unit Trust at the end of the previous Business day.
9. The fee accrual period will be from the 16th of the month (accrual begin date) until the 15th of the next month (accrual end date). The fee accrual period may change from month to month where the accrual start date and the accrual end date may change. The Administrator will never accrue fees twice.
10. The investment management fee, which is determined by the Manager, is not recovered from the contract, but directly from the Unit Trust and is included in the published unit price. The investment management fee may be fixed and/or performance related. Please refer to the relevant Unit Trust fund fact sheets and the Fund List for more details.
11. Investment management fees and any applicable Rebates shall be set out in the Fund List available on the website.
12. You and your financial advisor may agree on an annual financial advisor fee (as indicated in the application form or any other written communication acceptable to the Administrator). Depending on the class of your chosen Unit Trust, an amount equal to the financial advisor fees is either: a) deducted by selling units from the Unit Trusts underlying the investment account or b) included in the published unit price of the Unit Trust. These fees are paid to the financial advisor monthly in arrears.
13. If the manager of your chosen Unit Trust charges an exit fee, the proceeds of the sale of any units will be reduced by the exit fee.
14. Rebates received from the Manager will be used to offset the platform administration fee.
15. Rebates in excess of the platform administration fee will be retained by the Administrator.
16. The Administrator aggregates your total investments on the Ashburton administration platform across all products on the daily closing values and then applies the tiered scale. An average fee percentage is then determined based on the tiered scale. This percentage is then used to accrue the actual fee on non- Ashburton funds only on a daily basis.

## M. Fund list

1. Investors can only invest in funds listed on the Fund List.
2. Unit trusts listed on the Fund List may preclude certain investors. The investor should liaise with his financial advisor in respect of the availability and suitability of the inclusion of any particular funds in his portfolio.
3. The Fund List contains detailed information regarding fund minimums, restrictions and applicable fee disclosures.
4. The latest Fund List is available on the website from your financial advisor or our Client Services Team.

## N. Confidential information

1. Silica, on behalf of the Administrator collects information from You directly; from Your usage of our products and services; from Your engagements and interactions with us; from public sources and from third parties.
2. Your information will be confidential and will only be processed if You consented thereto; it is necessary to conclude or perform in terms of a Contract with You; the law requires it or Your, our or a third parties lawful interest is being protected or pursued.
3. Silica and the Administrator may process Your information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, email address, physical address, telephone number, online identifier, biometric information and Your name.
4. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
5. Silica and the Administrator may process Your information for the following reasons (amongst others):
  - to comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfill reporting requirements and information requests;
  - to detect, prevent and report theft, fraud, money laundering and other crimes;
  - to enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You;
  - to conduct market and behavioral research, including scoring and analysis to determine if You qualify for products and services;
  - to develop, test and improve products and services for You;
  - for historical, statistical and research purposes;
  - to process payment instructions like a debit order;
  - to manage and maintain Your accounts or relationship with the Administrator;
  - to enable Silica and the Administrator to deliver documents or notices to You;
  - for security, identity verification and to check the accuracy of Your information;
  - to communicate with You and carry out Your instructions and requests;
  - For customer satisfaction surveys, promotional and other competitions.
6. Silica and the Administrator may share Your information with the following persons (amongst others) who have an obligation to keep Your information secure and confidential:
  - attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
  - payment processing services providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
  - law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
  - regulatory authorities, governmental departments, local and international tax authorities and other persons that Silica and the Administrator under the law have to share Your information with;
  - Silica and the Administrator's service providers, agents and sub-Contractors like couriers and other persons that Silica and the Administrator use to offer and provide products and services to You;
  - persons to whom Silica and the Administrator cede their rights or delegate their obligations to under agreements.
7. Silica and the Administrator can process Your information outside of the borders of South Africa, according to the safeguards and requirements of the law. The person processing Your information will apply the same level of protection as required in South Africa.
8. Silica and the Administrator may process Your information using automated means (without human intervention in the decision making process) to make a decision about You or Your application for any product or service. You may query the decision made about You.
9. You have the right to access the information Silica and the administrator has about You by contacting us at [compliance@ashburtoninvestments.co.za](mailto:compliance@ashburtoninvestments.co.za).
10. You have the right to request us to correct or delete the information Silica and the Administrator have about You if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
11. You may object on reasonable grounds to the processing of Your information in general or for the purposes of direct marketing. You may not object to the processing of Your information if You have provided consent or legislation requires the processing. You must inform us of Your objection at [compliance@ashburtoninvestments.co.za](mailto:compliance@ashburtoninvestments.co.za).
12. You have the right to withdraw Your consent which allows us to process Your information.
13. You have the right to file a complaint with the information regulator about an alleged contravention of the protection of Your information.
14. You can refer to our privacy policy located at [www.ashburtoninvestments.com](http://www.ashburtoninvestments.com) for more information on our privacy practices.

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## O. Complaints

1. You are entitled to contact, or write to, the Principal Officer of the Fund to complain if you are not satisfied with the administration and/or benefits of the Fund. The Fund must respond in writing within thirty (30) calendar days of receiving the complaint.
2. If you are not satisfied with the response from the Principal Officer or if there is no response within thirty (30) calendar days after receipt of the complaint, you may contact the Pension Funds Adjudicator.
3. You may contact the Administrator if you are not satisfied with its services. The Administrator will follow the complaints resolution process when investigating your complaint. A copy of the process is available on request.
4. You may contact the Ashburton compliance department if you are not satisfied with the outcome of the complaints resolution process, or you may contact the FAIS Ombud.

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## Contact Details

### Ashburton Investments

Ashburton website: [www.ashburtoninvestments.com](http://www.ashburtoninvestments.com)

### Ashburton Client Services Team

Telephone number: 0860 274 287

E-mail Address: [query@ashburtoninvest.co.za](mailto:query@ashburtoninvest.co.za)

### Ashburton compliance department

E-mail address: [complaints@ashburtoninvestments.co.za](mailto:complaints@ashburtoninvestments.co.za)

Postal address: PO Box 653780, Benmore, 2010

### Ombud for FAIS

Telephone number: +27 (0) 12 470 9080

Facsimile number: +27 (0) 12 648 3447

E-mail address: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Postal address: PO Box 74574, Lynnwood Ridge, 0040

### Pension Funds Adjudicator

Telephone number: +27 (0) 87 942 2700

Facsimile number: +27 (0) 87 942 2644

E-mail address: [enquiries-jhb@pfa.org.za](mailto:enquiries-jhb@pfa.org.za)

Postal address: PO Box 651826, Benmore, 2010

4 Merchant Place, 1 Fredman Drive, Sandton 2196, South Africa  
PO Box 653780, Benmore 2010, South Africa  
Tel +27 (0) 860 284 287, Email [instruct@ashburtoninvest.co.za](mailto:instruct@ashburtoninvest.co.za)  
Web [www.ashburtoninvestments.com](http://www.ashburtoninvestments.com)