

INDEPENDENT INVESTING  
POWERED BY  
**WEALTHPORT**

STANDARD TERMS AND CONDITIONS

The standard terms and conditions contained herein regulate the relationship between Wealthport (Pty) Ltd (“Wealthport”) trading platform and any Client for all the products and services offered by Wealthport. This version is available via [www.wealthport.co.za](http://www.wealthport.co.za) and will represent the latest FSCA approved version as may be amended from time.

The standard terms and conditions contained herein is ***applicable and referred to in all Wealthport product application forms, financial services provider and client application forms. With your/the applicant’s signature to the any of the Wealthport application forms the applicant agrees to have read and understood the terms contained herein, read together with the terms and conditions in the product, client and/or advisor application forms where applicable and that the applicant obtained the relevant clarity from Wealthport and/or your Financial Advisor if it was required.***

## PARTIES

### Wealthport

Wealthport (Pty) Ltd, FSP number 44158, is a private company incorporated in the Republic of South Africa with registration number 2012/025878/07 and a Financial Sector Conduct Authority (“FSCA”) approved financial services provider and retirement funds administrator.

### Client

Any person whether a natural person or a legal person who completes the application requirements for an agreement with Wealthport directly or with Wealthport via a Financial Advisor.

### Product Supplier

An investment Product Supplier as defined in the Financial Advisory and Intermediary Services Act (“FAIS”), who issues the underlying units representing an investment value. A Product Supplier includes any manager of a Collective Investment Scheme, ETF product provider, Structured Product Issuer and Insurance Company or any other FSCA approved product supplier.

### Retirement Fund Trustees

A board of trustees whose responsibility it is to direct, control and oversee the operations of a Retirement Fund in accordance with the applicable laws and the provisions of the Fund Rules and/or Sub-Rules.

### Financial Services Provider (“FSP”)

A natural person, legal person, sole proprietor or partnership which is licensed by the FSCA to provide advice and/or intermediary services to Clients.

### Financial Advisor

A FSCA approved person who is authorised by a Client to provide advice and/or intermediary services to the Client on a discretionary or non-discretionary basis relating to any agreement or transaction concluded with Wealthport.

The Financial Advisor must be a FSP or a representative of a FSP that is appropriately licensed in terms of the FAIS act with respect to the relevant product and investment. Any Financial Advisor appointed by the Client is not an agent or employee of Wealthport and the Client agrees not to hold Wealthport liable for any act or omission by such Financial Advisor.

A licensed category I Financial Advisor may provide advice and/or intermediary services in terms of the FAIS act. All transactions effected on behalf of any Client of a category I Financial Advisor must be approved by the Client before the transaction will be processed by Wealthport.

A licensed category II Financial Advisor license may provide discretionary intermediary services which implies that the Financial Advisor can exercise his/her discretion on behalf of the Client in accordance with a discretionary mandate signed between the Financial Advisor and the Client. Where the Financial Advisor enters into such a discretionary agreement with the Client and submitted proof of the mandate to Wealthport, the Financial Advisor can issue instructions directly to Wealthport on behalf of the Client without prior approval from the Client.

## Structured Product Issuer

An authorised FSP and registered credit provider subject to the listing requirements of the JSE Limited (“JSE”).

## Insurer/Underwriter

1Life Insurance Limited (registration number 2005/027193/06 with FSP number 24769), a registered insurer in terms of the Long-term Insurance Act with whom Wealthport has entered into a binder agreement to provide administration services for underwritten products.

## 1 INVESTMENT OPTIONS

### 1.1 PRE-RETIREMENT

Wealthport Retirement Annuity, Pension Preservation, Provident Preservation Fund and Umbrella Fund registered with the Registrar of Pension Funds directed and controlled by a Board of Trustees.

#### 1.1.1 Pension and Provident Preservation Funds

Preservation funds aim to preserve retirement fund assets upon resignation from employment where the Member contributed to a pension or provident fund. Once assets have been transferred into a Preservation Fund, Members may not make any additional investments into such fund. No tax is payable on the money transferred into a preservation fund.

#### 1.1.2 Retirement Annuity Fund

Retirement Annuity Funds aim to serve as a savings vehicle for retirement. Members are permitted to make as many additional investments into a Retirement Annuity Fund as they choose.

#### 1.1.3 Umbrella Fund/Group Retirement Annuity

Umbrella Pension and Provident Funds facilitate employee savings for retirement by administering contributions received from the employee and employer or both. An Umbrella Fund combines many employers under one legal structure.

### 1.2 POST-RETIREMENT

#### 1.2.1 Wealthport Retirement Annuity Income Fund

The Wealthport Retirement Funds’ Annuity Income paying fund is a post retirement fund available to the members of the Wealthport Retirement Annuity, Pension Preservation and Provident Preservation Funds. The fund is registered by the Financial Sector Conduct Authority in terms of the Pension Funds Act, No 24 of 1956. Members of the Wealthport post retirement income fund will receive a phased income based on the market value of their member share and subject to regulated limits. Underlying assets are fund-owned and the fund does not offer guarantees.

#### 1.2.2 Market Linked Living Annuity

The Wealthport Market Linked Living Annuity is a post retirement product which allows the investment of accumulated retirement savings. Members of the fund will receive a phased income based on the market value of their investment and subject to regulated limits. The Wealthport Living Annuity is a market linked annuity of which the underlying assets are member-owned. The fund is underwritten by 1Life Insurance Limited and does not offer guarantees.

#### 1.2.3 VOLUNTARY

##### 1.2.3.1 Tax Free Savings Account

The Tax-free savings account offered by Wealthport allows investments into qualifying collective investment schemes and exchange traded funds. All the returns and proceeds from this product are tax-free. Contributions to the tax-free savings account are limited to a legislative amount per tax year and over an individual’s lifetime.

##### 1.2.3.2 Endowment Policy

Endowment products are subject to the Long-term Insurance Act and consists of four (4) parties being the policyholder, the life insured, the beneficiary and the insurance company. Endowments are investment products designed to pay a lump sum after the restriction period, which is a minimum term of five (5) years (on its “maturity”) or on death of the policyholder and subject to a maximum withdrawal amount. The underwriter of the policy is required to pay tax on any income, dividends and capital gains tax at a rate which depends on the policyholders’ classification for tax purposes.

### **1.2.3.3 Offshore Investment**

An investment offering that allows The Client to keep money and/or investment in a jurisdiction subject to Reserve Bank exchange control legislation and reporting via an authorised dealer. An authorised dealer is a bank registered with the Registrar of Banks that is subsequently authorised to deal in foreign exchange.

### **1.2.3.4 Offshore Pension Plans**

A retirement trust scheme under irrevocable trusts for the sole purposes of providing annuities and/or lump sums for and in respect of persons who are not on a resident in the offshore jurisdiction for the purposes of income tax but who are resident in South Africa. The offshore pension plans provides a selection of investment options. All contributions are remitted to the Trustees for investment with the chosen fund managers/investment platform. The value of the member account will be based on the daily market value of the nominal units held in each underlying member account. Offshore tax regimes and regulatory requirements may apply in addition to South African Income Tax Act requirements for offshore pension plans for Companies, Trusts and Individuals. It is important to consult with a tax specialist and your Financial Advisor to clearly understand the implications and nature of investing in an offshore pension plans in terms of the most recent directives issued by the South African Revenue Service.

## **1.3 INVESTMENT INSTRUMENTS**

### **1.3.1 ETF's (Exchange Traded Funds)**

ETFs are listed investment products that track the performance of a basket of shares, bonds or commodities. These "baskets" are known as indices, for example the FTSE/JSE Top 40 Index. An ETF can be bought and sold just like an ordinary share. Wealthport offers ETFs that are registered in terms of the Collective Investments Schemes Control Act.

Wealthport may appoint a Stock Broker, who is a Member of the JSE Limited, to trade all the Client's ETF transactions via the JSE Limited. All units/shares are registered in the name of Wealthport Nominees (Pty) Ltd and held in safe custody by a Central Securities Depository Participant (CSDP) in the name of Wealthport Nominees. All transactions will be subject to the rules of the JSE Securities Exchange of South Africa, the Securities Services Act, No 36 of 2004, and all other laws applicable to ETF Collective Investments.

### **1.3.2 Unit Trusts**

A scheme, registered in terms of the Collective Investments Schemes Control Act, whereby Clients pool their money and have it professionally managed and invested in a range of underlying assets. The underlying assets vary depending on the investment objectives and FSCA approved mandates of the Unit Trusts. The Clients share the risk and the benefit of investment in proportion to their participatory interest.

### **1.3.3 Retail Hedge Fund Unit Trust (RHF)**

A scheme, registered in terms of the Collective Investments Schemes Control Act, whereby Clients pool their money and have it professionally managed and invested in a range of underlying assets. The underlying assets vary depending on the investment objectives of the RHF and FSCA approved mandates of the RHF.

A RHF Manager may use investment strategies such as leverage or net short positions. These strategies may result in losses underlying the RHF that can be more than the market value of the RHF at any point in time. A RHF Manager is required to manage the liquidity risk of each portfolio against its repurchase obligations.

The RHF Managers' minimum disclosure documents/RHF fact sheets and upfront disclosure documents contain important information as well as terms and conditions applicable to the RHF such as amongst other information, the RHF Objective, the RHF Manager details, Asset Allocation and Performance as may be applicable. It is in the best interest of the Client to obtain and understand all information contained in RHF information documents and marketing material. The RHF information can be obtained directly from the RHF Manager and/or the Clients' Financial Advisor.

A RHF will be afforded the same tax treatment as other unit trusts. A RHF will be treated as any other unit trust available on the Wealthport platform, in that the same application requirements and turnaround times applicable to any other unit trust will apply.

### **1.3.4 Structured Products**

A structured product is a credit linked financial instrument listed on the JSE, the issuer being a registered South African banking institution. An investment outcome is defined based on pre-agreed parameters, over a fixed term where the exit date is known. The Client foregoes any rights to receive dividends in relation to the units held during the term and takes credit risk on both the issuer of the product and the reference entity (ultimate shareholder). All structured products are subject to issuer risk and must be held until maturity to ensure that the principal capital is protected.

The investor is bound by the terms and conditions of the issuer of the structured product as well as the Wealthport terms and conditions. Wealthport assumes no liability either direct or indirect for non-compliance or risk/s assumed by a Client and or Financial Advisor by entering into an agreement with a structured product issuer.

The investment value for Clients invested in a Structured Product will be displayed on a Wealthport investment statement and will reflect the guaranteed amount until the product matures and a final valuation price has been received from the Structured Product issuer. Daily pricing is available to Clients on request.

The investment is registered in the name of Wealthport Nominees (Pty) Ltd and held in safe custody by a Central Securities Depository Participant (CSDP) appointed by Wealthport Nominees. All transactions will be subject to the rules of the JSE Securities Exchange of South Africa, the Securities Services Act, No 36 of 2004, and all other laws applicable to Structured Investments.

## **2 APPLICATION REQUIREMENTS**

- The Client contracts with Wealthport by completing all the application requirements. In the case of an application for an investment in a Retirement Fund product the Client simultaneously applies for Membership of the relevant Retirement Fund, subject to the rules of that Retirement Fund. A copy of the rules is available from Wealthport Client Services.
- In terms of the Financial Intelligence Centre Act, 38 of 2001 "FICA", Wealthport and the Financial Advisor through whom the Client's investment has been made, are required to satisfy themselves as to the identity of their Client before entering into a business relationship with such Client or concluding a single transaction with the Client. To achieve this, the Client will be required to provide certain information for an identification and verification process to be carried out. The FICA documentation required is detailed on the Wealthport website and application forms.
- A Client that prefers to not make use of a Financial Advisor or if for whatever reason the Financial Advisor no longer provides financial services to the Client, will be required to submit FICA documentation directly to Wealthport if he/she has not already done so.
- Wealthport shall only be bound once confirmation is provided via email to the Client to confirm acceptance of the completed application requirements, and accepts an instruction to buy, sell, switch or transfer Units, from or on behalf of the Client, and acts upon that instruction.
- On completion of the application requirements Wealthport may allocate to the Client a username and password, which the Client can use to securely access the Wealthport website.
- On completion of the application requirements where the Client has appointed a Financial Advisor, Wealthport will allocate to the Financial Advisor a username and password, which the Financial Advisor can use to securely access the Wealthport website to view all Client details and transactions.
- Wealthport will deal with Client and Financial Advisor information in accordance with the Protection of Personal Information Act ("POPI").

## **3 INSTRUCTIONS AND PAYMENTS**

### **3.1 Client responsibilities**

- The Client may instruct Wealthport to act on instructions, subject to these terms and conditions, and any applicable legislation.
- All instructions shall be transmitted to Wealthport via the Wealthport website or by other means as may be permitted by Wealthport from time to time.
- The Client shall use his/her username and password to access the secure website to view statements.
- Payment for the purchase of Unit Trusts/ETF's can be made by way of direct deposit, electronic funds transfer or instructions to Wealthport to debit the Clients' bank account for once-off or recurring debit orders. Wealthport will not be liable for any bank fees charged directly to the Client in respect of any of the accepted payment methods.
- Certain investment instruments, such as structured/guaranteed products only allow direct deposits and electronic funds transfers.
- Wealthport reserves the right to recover bank fees charged, from the Client, for direct cash deposits and rejected collections.
- Wealthport does not accept any liability for delays, loss, damage or investment into an incorrect Product or investment selection because of the Client's failure to specify an applicable investment choice.
- Wealthport does not accept any liability for delays, loss or damage because of the Client specifying incorrect bank account details when depositing money, transferring money via EFT or for collection by debit instruction.
- Any amount paid into any bank account for any products offered by Wealthport will not be invested until all the application requirements are met and the Client has duly instructed Wealthport how the amount is to be invested. Units shall only be purchased in accordance with the Client's instruction once the full amount to pay the purchase price has been received and is reflected in the relevant Product bank account.
- Wealthport will not accept cheques as means of payment other than a cheque deposit into the appropriate Wealthport bank account. Wealthport will invest the money on behalf of the Client as requested by the Client upon clearing of the cheque by the bank.

- The Client acknowledges that he/she must authorise all transactions submitted by his/her appointed Financial Advisor on his/her behalf. If the Client agrees to a discretionary mandate with the Financial Advisor, Wealthport will assume that the Financial Advisor's discretion is unlimited.
- The Client acknowledges that Wealthport, Retirement Fund Trustees and Product Suppliers shall be entitled to close an investment option at any time. Clients will be afforded an opportunity to select an alternative investment option within a specified period. If a Client does not react within the specified time, the Client's affected Units may be switched by Wealthport to the default investment option at the time.
- When a portion of the Client's investment portfolio represents a transaction in progress, the Client may transact on the remaining balance in the investment portfolio. A rebalance instruction will not be permitted if there is a transaction in progress.

### **3.2 Wealthport responsibilities**

- The investments of Clients, (excluding cash held in a separate bank account as contemplated in the General Code of Conduct for Authorised Financial Services Providers and Representatives) will be held in the name of Wealthport Nominees (Pty) Ltd for and on behalf of such Clients.
- The proceeds of the sale of any Units shall only be paid by Wealthport into the bank account specified by the Client and verified by Wealthport to be in the name of the Client. Wealthport shall under no circumstances be obliged to deposit monies into any third-party bank account.
- In the event where Wealthport does not receive all the required documentation and a duly completed instruction within 20 (twenty) working days from the deposit being received into a Wealthport bank account, Wealthport shall have the right, but not the duty to reverse the amount received and return same amount to the source bank account.
- All Units are purchased, sold, switched and held subject to the provisions of this agreement, terms and conditions of the Product Supplier, applicable legislation, industry agreements, the terms of the Deed of a relevant Unit Trust and/or ETF, and any Retirement Fund rules and Retirement Fund Trustee requirements enacted at any time.
- Wealthport shall not be liable for any loss or damage resulting from an instruction, for any reason whatsoever, not reaching Wealthport.
- For all monies received via a deposit, a holding period of 30 (thirty) days after the deposit date of the investment will apply. For all monies received via a debit instruction a holding period of 30 (thirty) days after the date of debit of the investment will apply. The Client shall not be entitled to instruct Wealthport to sell any investments purchased, within the holding period. The Client will be permitted to switch within this holding period.
- The manager of a collective investment scheme may from time to time request that a Client invested in the scheme approves certain changes to the scheme. Wealthport will send any balloting information to Clients by way of electronic means.

## **4 PRUDENTIAL INVESTMENT COMPLIANCE**

Retirement Funds are governed by the Pension Funds Act, 1956 (Act 24 of 1956) and any changes enacted to the Act in future, administered in line with the Rules of the Funds. Ownership of all investments in a Retirement Fund vests with the Fund.

This following section is applicable to Retirement Fund investments. Wealthport is required to apply prudential investment guidelines according to Regulation 28 of the Pension Funds Act to all investments in Retirement Funds and/or Pension Funds. The prudential investment guidelines of the Act place a duty on a pension funds administrator to ensure that each individual Member of a Fund under administration comply with certain asset allocation restrictions to preserve the Fund's assets and the Member share.

### **4.1 Member responsibilities**

- When a Member or Financial Advisor on behalf of a Member, requests any changes during the period of Membership that requires a change in the Unit allocation, Wealthport will only allow the transaction to proceed if the resulting Unit allocation after the change complies with prudential guidelines.
- Should any Member portfolio not comply, the Member and Financial Advisor will be advised of the fact and Wealthport will request that an adjustment be effected to bring the Member portfolio in line with the prudential guidelines.
- A Member and/or Financial Advisor will be afforded 10 (ten) working days to adjust the Units in their portfolio and should the adjustment not be made in time, Wealthport is required by law to make the adjustment based on the Retirement Fund Trustees' policy in this regard.
- The Member is entitled to one withdrawal from a Preservation Pension Fund or Preservation Provident Fund before retirement or as per any changes to this entitlement by law.
- Any benefit payment requests from a Retirement Fund investment (i.e. withdrawal, retirement, death claim or transfer) may only be submitted to Wealthport via a completed application form together with the applicable supporting

documentation. Such application must be submitted to Wealthport via fax, email or any other method that Wealthport may make available from time to time.

- Section 14 transfers refer to transfers between Retirement Funds and may be requested by a Client. Section 14 transfers will be effected upon receipt of all the applicable application forms and supporting documents and the turnaround time will depend on the turnaround time of the Retirement Fund/s involved in the process.
- The Member understands that the Retirement Fund shall pay amounts to the Member's dependants and/or beneficiaries upon the death of the Member in accordance with section 37C of the Pension Funds Act.

#### 4.2 Wealthport responsibilities

- Wealthport will ensure, at intervals specified by the board of trustees in accordance with the prudential policy of the funds, all Members comply with the guidelines.
- A new Member in any Retirement Fund administered by Wealthport will be prevented from choosing any Units that will result in the total Member allocation being out of line with the prudential investment guidelines.
- In the case where Wealthport effects the adjustment, Units will be sold proportionally, and Units in the Retirement Fund's default money market Unit Trust be purchased on behalf of the Member to ensure that the Member's investment portfolio complies with the prudential investment guidelines.
- Any benefit payment requests from a Retirement Fund investment (i.e. withdrawal, retirement, death claim or transfer) may only be submitted to Wealthport via a completed application form together with the applicable supporting documentation. Such application must be submitted to Wealthport via fax email or any other means that Wealthport may make available from time to time. Wealthport endeavours to finalise such requests within 10 – 15 (ten to fifteen) working days from the day of receipt (excluding death claims), if **all** required documentation and information are received and in order on the day of receipt and that a successful tax directive is received from SARS. Where a Member is invested in an ETF, the turnaround time for finalisation of a benefit payment request will be slightly prolonged due to the process relating to the withdrawal of an ETF.
- As the processing of all Retirement Fund benefit payments is dependent on SARS supplying a valid tax directive, Wealthport does not accept any liability to the Member if the number of days specified herein is exceeded.
- All death claim and early retirement requests must be submitted to and approved by the fund trustees in accordance with section 37C of the Pension Funds Act. The turnaround time for finalisation of death claim requests therefore depends on the fund trustees, but applicants will be kept informed throughout the process.

## 5 TURNAROUND TIMES

- Days referred to in this agreement **are working days, Monday to Friday** excluding South African public holidays.
- Wealthport commits to submitting an instruction within the cut-off times, if all application requirements specified in these terms have been satisfied.
- Payment of withdrawals to a Client bank account is dependent on **interbank turnaround times**.
- All Wealthport turnaround times are subject to turnaround times of the Product Supplier and Wealthport does not accept any liability to the Client if the number of days specified herein is exceeded.
- Instructions may be delayed in circumstances where the Client did not supply a proof of bank account details.
- Pricing is calculated and provided to Wealthport by the respective Product Supplier at closing of each business day, unit prices are only available the following business day.
- A Product Supplier might reserve the right to invoke suspension of withdrawal instructions ("ring-fencing"). This means the suspension of withdrawal of participatory interests in a Unit Trust by the manager of the scheme under defined circumstances on any business day. Wealthport will inform the Client no later than **3 (three) working days** of receiving such notice from a Product Supplier. The Client authorises Wealthport to withdraw any instruction affected by ring-fencing and to re-submit it to the same Product Supplier for the same Unit Trust no later than **1 (one) working day** of being informed in writing by the Product Supplier of the ring-fencing being lifted. Should no further instructions be accepted by the Product Supplier into the same Unit Trust, the Client will be afforded an opportunity to select an alternative Unit Trust held by the same Product Supplier or an alternative Product Supplier of the Client's choice. Wealthport will act on the instruction for an investment in an alternative Unit Trust upon the receipt of written confirmation from the Client or the Client's appointed Financial Advisor.

### 5.1 New Investment

If an instruction has been received before the cut-off time (**13h00 for Unit Trust Funds and ETFs and 10h00 for Money Market Funds**), Wealthport will generally forward the instruction to the Stock Broker or Unit Trust manager on the **same day**, or the following day for recurring investments via debit instruction.

The price which the Client will receive is determined by the rules and practices of the Product Supplier, but will generally, for Unit Trusts, be the closing price of the day that the instruction is received by the Unit Trust manager and for ETF's, a market price within a maximum of **2 (two) days** of receipt of the instruction by the Stock Broker. Minimum investment

amounts for debit orders and once off investments in Unit Trusts, ETFs, Structured Products and Retirement Funds may apply.

## 5.2 Switch

- A switch is an instruction to adjust part or the Client's entire portfolio by selling certain Units and using the proceeds to purchase other Units. Wealthport will generally forward the instruction to sell Units to the Stock Broker or Unit Trust manager on the same day of receipt of the switch instruction if an instruction has been received before the cut-off time (**13h00 for Unit Trust Funds and ETFs and 10h00 for Money Market Funds**). The sale part of the transaction will generally be processed within **2 (two) working days** for Unit Trust funds and **3 (three) working days** for ETF investments. The purchase part of the transaction will only commence once the proceeds of the sale have been confirmed by the Stock Broker and/or the Unit Trust manager.
- If an ETF and Unit Trust form part of a switch instruction, it will generally take **3 (three) working days** for the proceeds to be confirmed and it will generally take up to an additional **3 (three) working days** before the new instruments or allocation is concluded, due to the rules and practices of the JSE.
- Switches are not allowed for guaranteed/structured products.

## 5.3 Phase-In

- A phase-in is an instruction to switch portions out of a single Unit Trust or ETF into a new investment selection over a specified period. Wealthport will generally forward the instruction to sell Units to the Stock Broker or Unit Trust manager on the same day of receipt of the phase-in instruction if an instruction has been received before the cut-off time (**13h00 for Unit Trust Funds and ETFs and 10h00 for Money Market Funds**). The sale part of the transaction will generally be processed within **2 (two) working days** for Unit Trust funds and **3 (three) working days** for ETF investments. The purchase part of the transaction will only commence once the proceeds of the sale have been confirmed by the Stock Broker or the Unit Trust manager.

## 5.4 Portfolio re-balance

- A portfolio rebalance refers to the scenario where the Client or Financial Advisor specifies the asset allocation of the investment portfolio. The Wealthport administration system functionality calculates how Units will be switched within the portfolio to achieve this specified percentage allocation.
- The Client would not be able to transact while a portfolio rebalance is in progress.
- A portfolio rebalance might consist of a combination of switch and new investment transactions and the related cut-off times and turnaround times will apply.

## 5.5 Withdrawal

- A withdrawal is an instruction to sell part or the Client's entire portfolio by selling certain or all Units.
- If an instruction has been received before the cut-off time (**13h00 for Unit Trust Funds and ETFs and 10h00 for Money Market Funds**), Wealthport will generally forward the instruction to the Stock Broker or Unit Trust manager on the **same day** and the proceeds will be paid to the Client's approved bank account upon receipt of the proceeds from the Product Supplier.
- If an ETF forms part of a sell instruction, it will generally take **3 (three) working days** for the proceeds of the sale to be received by Wealthport, due to the rules and practices of the JSE
- Wealthport applies a maximum withdrawal limit of 95% for withdrawals in rand.

## 5.6 Debit Orders

- If the date of the instruction is a **non-working day**, the Client's bank account will be debited by Wealthport on the **first working day** thereafter.

## 5.7 Regular Withdrawals/Annuity Payments

- If the payment date of a regular withdrawal is on a **non-working day**, the payment will be made by Wealthport on a **working day prior** to the requested payment date.
- Wealthport must receive a new instruction **10 (ten) days** before the required date of the first payment.

## 6 PRODUCT SPECIFIC TURNAROUND INFORMATION

### 6.1 Exchange Traded Funds

- Dealing may take place more than once a day at different prices and potentially over a period of **2 (two) working days**. In case of the, the Client will receive the weighted average price for the day.

- No fractions of ETF's may be bought or sold. Therefore, small cash balances may be left after a purchase transaction has taken place. The remaining cash balance is recorded and retained on behalf of the Client via the Wealthport appointed CSDP.
- Wealthport will buy and sell ETF's on behalf of the Client via an approved Stock Broker and these transactions are subject to the timing, administrative and general business processes of the JSE, the Stock Broker and the CSDP.

## 6.2 Structured Products

- A structured product issuer stipulates a trading date ("Strike date") and investment period for each structured product may differ.
- Investment amounts must be available in an approved JSE CSDP bank account on the structured product trading date.
- For Wealthport to comply with the deposit deadline any investment amounts due for structured product purchases the money must be available in the Wealthport designated client bank account **5 (five) working days** prior to the specified listing date of the structured product.
- The price which the Client will receive is determined by the rules and practices of the Product Issuer and/or Underwriter where applicable and the guaranteed value of the investment, where applicable, will be reflected on the Client statement.
- No additional investments are allowed once the listing date has expired.
- Wealthport may buy and sell structured products on behalf of the Client via an approved Stock Broker and these transactions are subject to the timing, administrative and general business processes of the JSE, the stockbroker, the CSDP and the issuer of the product.
- Phase-in instructions cannot be facilitated for structured products.
- Withdrawals are allowed subject to the terms of the applicable structured product.
- Where a structured product is made available in an underwritten product, the Insurer may prescribe rules in terms of maximum prescription levels allowed for tranches issued.

## 6.3 Retail Hedge Fund Unit Trusts (RHF)

- RHF's may be priced on a monthly basis, in which case the following will apply.  
New Investments: The cut-off time for new investments will be **the last business day of the month at 14h00**, on condition that all application requirements are met.  
Withdrawal instructions: **A 30-day notice period** for an investment withdrawal will apply.  
Pricing: The RHF may be a monthly-priced RHF and this price will be for the month in which the transaction is processed.  
Switching – same dealing frequency: A switch between RHF unit trusts with the same dealing frequency will be processed and The Client will receive the same unit price for both the sell and purchase portions of the transaction.  
Switching – different dealing frequencies: A switch between RHF unit trusts with different dealing frequencies will be separate sale and purchase instructions and priced according to the different timelines of the individual transactions.

## 6.4 Offshore platform investments

Please note that international public holidays may affect the turnaround time of your instruction

New Investments: The cut-off time for new investments will be **11h00 AM South African time**, on condition that all application requirements are met. The investment processing turnaround will be a maximum of **5 working days**.  
Withdrawal instructions: The cut-off time for new investments will be **11h00 AM South African time**, on condition that all application requirements are met. The investment processing turnaround will be a maximum of **5 working days**.  
Switch instructions: The cut-off time for new investments will be **11h00 AM South African time**, on condition that all application requirements are met. The investment processing turnaround will be a maximum of **5 working days**.

## 7 REGISTRATION OF UNITS

It is recorded that Wealthport Nominees (Pty) Ltd has been appointed as the custodian/nominee of Wealthport as provided for in the Code of Conduct for Administrative FSPs published in terms of FAIS.



All Units purchased by Wealthport (Pty) Ltd in its capacity as administrative financial services provider on behalf of the Client and/or Retirement Fund shall be registered in the name of "Wealthport Nominees (Pty) Ltd) for and on behalf of the Client and/or Retirement Fund.

## 8 TRANACTING, ACCESS TO INFORMATION AND ONLINE SERVICES

- All instructions transmitted to Wealthport via the Wealthport website or by other electronic means as may be permitted by Wealthport from time to time shall be done so by means of a username and password or any other additional security measures introduced by Wealthport from time to time.
- Secure access details issued by Wealthport to Clients and Financial Advisors will constitute a legally binding signature of the party to which the access details have been issued and Wealthport does not accept any responsibility for access details shared with other parties.
- The username and password will provide access to secure Client information and will allow the holder of the username and password to submit instructions or to view statements.
- If any instruction is received or approved using the username and password allocated to the Client or approved Financial Advisor, Wealthport shall be entitled to assume that the instruction is duly authorised by the Client and shall be entitled and authorised to act in accordance with such instruction.
- Wealthport has a web user protection of personal information policy that is published on [www.wealthport.co.za](http://www.wealthport.co.za). It is important that you are aware and understand the terms of this policy as it governs the terms of use of any online functionality.

## 9 FEES

### 9.1 Types of initial fees

- **Administration:** Wealthport does not charge initial administration fees. Minimum investment amounts may apply as disclosed in the relevant product application forms.
- **Product Provider:** The Product Supplier may charge an initial fee from each investment amount including amounts to be switched before the Units are purchased.
- **Financial Advisor:** The Client and Financial Advisor may agree on an initial Financial Advisor fee as indicated on the application form. Wealthport will deduct the fee from the Client investment portfolio before the investment is made.
- **ETF/Structured Product Broker:** The Client may pay a Stock Broker fee when purchasing or selling an ETF/Structured product or when switching an ETF. Any regulated fees such as Investor Protection Levy and nominal STRATE settlement will be passed on to the Client and reflected on the Client's Wealthport statement. Stock Broker and trading fees will be applicable where transfers between ETFs or to ETFs take place in terms of Section 14 of the Pension Funds Act, 1956 (Act 24 of 1956).
- **Insurer Policy Administration:** A policy administration fee charged by the Underwriter of an Endowment Policy.
- **Offshore Investment Administration:** The Client may pay an administration fee when purchasing or selling offshore investments. Regulated and authorised dealer fees may apply and may be passed on to The Client.

### 9.2 Types of annual fees

- **Administration:** The Wealthport administration fee may vary depending on product and investment instrument selections and is disclosed and agreed to in the relevant product application forms. The Wealthport administration fee applies to each individual Client investment portfolio and percentages are quoted exclusive of VAT. The administration fee is an annualised fee that may be deducted monthly or once-off on an upfront basis as disclosed and agreed to in the relevant product application form. Minimum administration fees are applicable to certain investment selections.
- **Product Provider:** Investment management fees charged by the Product Provider. This fee, as well as other legally allowed expenses, is deducted and the published price (NAV price) is net of these fees. The investment management fee may be fixed or performance related.
- **Financial Advisor:** If the Client agrees to an annual Financial Advisor fee as indicated on the application form or any other written communication acceptable to Wealthport, Wealthport will deduct the fee and pay the Financial Advisor accordingly. The Financial Advisor fee will be deducted by reducing the Client's underlying investment monthly in arrears and paid to the Financial Advisor in cash to an approved bank account.
- **Insurer Policy Administration:** If the product offered on the Wealthport platform is an underwritten product, Wealthport may deduct and pay the agreed upon fees due to the underwriter. Any fees due to the underwriter will be agreed with The Client and confirmed in the policy document provided to the Client.
- **Offshore Investment Administration:** The Client may pay ongoing administration fees when purchasing or selling offshore investments. Regulated and authorised dealer fees may apply and may be passed on to The Client.

### 9.3 Switch fees

- Due to a switch constituting a sale and a purchase in the market, Stock Broker and trading fees will be applicable and passed on to the Client for ETF switches.
- Where a product supplier charges initial fees it will also apply to switches and passed on to the Client.
- Wealthport does not charge switch fees.
- Where a third-party facilitation transaction charge is applicable for switching investments, such fee may be passed on to The Client.

### 9.4 ADDITIONAL FEE INFORMATION

- The Client shall pay Wealthport fees, as set out in the Fees Schedule and application forms published on the Wealthport website or obtainable via the Client Services Centre in return for the services rendered in terms of this agreement. The fees set out in the Fees Schedule may be subject to amendment on three months' written notice to the Client.
- A different annual administration fee may be agreed to in writing but will **never exceed the standard Wealthport administration fee as set out in the Fees Schedule** and application forms.
- Retirement Funds, Underwritten Products and Living Annuity portfolios may attract an additional governance fee per portfolio as and when approved by the fund Board of Trustees/Directors. Wealthport will provide prior written notice to the Member of any such fee being levied.
- Unit Trusts/ETFs and structured products incur underlying fees charged by the Product Supplier or Broker. These fees differ from one Unit Trust to another as well as from one ETF to another and can include initial charges, certain investment costs, annual fees and performance fees which are included in the price of the investment.
- Stock Broker fees may be subject to amendment from time to time as per notice received from the Stock Broker. Wealthport will provide prior written notice to the Client of any such fee change.
- All fees will be deducted by means of a rand amount sale from the Client's investment portfolio and will be initiated by Wealthport monthly. This ensures that the exact amount in fees is deducted from the Client's investment portfolio. The rand sale will be proportioned across all investment instruments held within a specified investment portfolio.
- All fees will be disclosed on a Clients' statement which can be viewed online via the Wealthport secure website. Client statements will be updated upon the completion of each transaction within the turnaround times specified. A statement may also be obtained from the Wealthport Client Services Centre.
- Wealthport will, within **14 (fourteen) working days** of the receipt of a written notice of a fee increase by a Product Supplier, inform the Client and Financial Advisor via email.
  - Platform fees refer to a payment received by Wealthport from a Product Supplier for the administration, distribution or marketing cost saving presented by the administrative platform. These fees may be stipulated as a monetary amount or a volume-based percentage of assets held on the platform. Any such platform fee will be retained by Wealthport.
- Rebates refer to a discount on the administration fee, asset management fee or any other fee that is received by Wealthport and passed on to the Client. Rebates will only be passed for the Client's benefit up and until the point that the administration fee is zero.
- CSDP fee refer to a Central Services Depository fee (JSE approved custodian). A custody and/or trading fee is charged by the CSDP for facilitating products such as ETF's and Structured products to be traded. This fee may be passed-on to the Client.
- A custody and/or trading fee may be charged for offshore investments to facilitate the purchase/redemption/exchange control or switching of products. This fee may be passed-on to the Client.

## 10 INTEREST

Bank interest earned on the first completed day of a Client deposit in the Wealthport bank account designated for Clients monies will be used to pay for Wealthport expenses, subject to relevant legislation. Subsequent interest shall accrue for the benefit of the Client by way of adding such interest to the investment amount of the Client. No interest shall be payable to Clients in relation to monies held in bulk during the execution of a switch or repurchase transaction, if time standards, stipulated as part of the service levels to Clients are adhered to.

If Wealthport executes a transaction or allocation in error, any Client affected by such error will be placed in the position that the Client would have been in had Wealthport not made the mistake. The Client shall only be entitled to compensation to the extent that the Client is placed in said position. Wealthport is not required by legislation to pay interest to the Client in addition to restoration.

## 11 DISTRIBUTIONS

Income distributions by Unit Trusts and ETF's are made at regular monthly, quarterly, bi-annual or annual intervals, depending on the Unit Trust or ETF Manager concerned, and at the discretion of the Unit Trust or ETF Manager. Any income distribution by the Unit Trust or ETF concerned will be reinvested in the same Units from which it was earned.

## 12 CESSION OF UNITS

Wealthport does not permit the ceding of a discretionary portfolio or Retirement Fund investments under any circumstances.

## 13 DIVIDEND WITHOLDINGS TAX AND INTEREST WITHOLDINGS TAX

Wealthport is required by SARS to withhold and pay over dividend tax ("DWT") and interest tax ("IWT") on the Client's behalf where applicable. Wealthport will deduct this tax before any dividends and / or interest is reinvested into the Client's investment account. Unless Wealthport receives written confirmation from the Client indicating that the Client is exempt or qualify for a reduced rate, Wealthport will deduct DWT and / or IWT at the applicable default rate.

## 14 FOREIGN ACCOUNT TAXATION COMPLIANCE ("FATCA") & COMMON REPORTING STANDARDS ("CRS")

Wealthport is required in terms of FATCA, to report to SARS the details of on any investment accounts held by a citizen or resident of the United States of America and in terms of CRS, any investment accounts for persons who have tax residency outside of South Africa. Additional application information may be required in terms of FATCA and CRS as indicated on the Wealthport application forms.

## 15 POLITICALLY INFLUENCED PERSONS("PIP'S), DOMESTIC PROMINENT PERSONS & FOREIGN PROMINENT PERSONS

It is the Client's responsibility to provide full disclosure to Wealthport regards any political status as may be required from time to time in order for Wealthport to comply with its duties in terms of Money Laundering legislation.

The Client is obliged to inform Wealthport if the status as indicated on any Wealthport product application forms changes.

Wealthport may verify this information via credible external parties.

## 16 CLIENT COMMUNICATION

- The Client shall provide Wealthport with an email address where the Client will accept electronic communications and shall promptly notify Wealthport of any changes to such email address. No liability whatsoever is accepted by Wealthport if the Client provides an incorrect email address or fails to provide Wealthport with changes to his/her email address.
- Wealthport shall be entitled to send all notices (including notices that are required to be in writing) and information relating to the Client's account (including information that Wealthport must disclose in terms of any law), to the Client via email to the email address specified by the Client. The information that may be sent via email shall include amongst others, reports, statements, regulatory documents and tax certificates.
- Statements will be emailed to the Client and Financial Advisor at regular intervals, not exceeding 6 (six) months or at the Client's request. Copies of the statements are available via the Client's secure online account at any time.
- Wealthport does not accept any liability and the Client agrees not to hold Wealthport liable for any damages or loss of any kind resulting from the delay, loss or interception of any email communication between Wealthport and the Client.

## 17 RISK DISCLOSURE

- The capital value and income earned on any investment instruments may fluctuate and past performance is no guarantee of future returns. Risks that investments are exposed to include volatility risk, capital risk, liquidity risk, management style risk, inflation risk and others.
- The Client acknowledges that he/she understands the risk of market fluctuations and other risks associated with investments and acknowledges that he/she bears those risks. The Client acknowledges and agrees that Wealthport has not provided him/her with any financial advice in respect of any investment decision. Wealthport will not be liable for any losses, direct or indirect, incurred by the Client because of investment decisions made by the Client, or by the Client's appointed Financial Advisor, or because of the Client acting on the advice of his intermediary or financial adviser.
- Wealthport's sole duty is to administer investments in accordance with the instructions of the Client or the Financial Advisor appointed by the Client, subject to these terms and conditions and in line with all codes of conduct and laws governing administrative financial services providers.

- The investment options available via Wealthport do not offer investment guarantees, unless specifically indicated in the product terms and conditions.
- If a Client prefers to manage his/her own investments without the assistance of a Financial Advisor, the Client understands that under no circumstances may Wealthport provide any advice as it is not registered to do so. The Client declares that he/she understands the risk associated with making investment decisions without the assistance of a Financial Advisor.
- Wealthport may, in order to render administrative or intermediary services to any Client, utilise the services of its own staff, however, it may outsource certain components of Wealthport's service, provided that a service level agreement with the outsource partner is in place.
- RHF unit trusts characteristics and investment strategies may mean that RHF's may be inherently risky investments. It is important that the Client understands the general characteristics and prevalent risks of investing in a RHF unit trust, such as, but not limited to, leverage strategies, short-selling, unlisted instruments pricing methodology, exchange rate fluctuations and liquidity. It is The Clients' responsibility to consult with and/or appoint an experienced and knowledgeable as well as correctly licensed Financial Advisor to understand investment terminology and potential risks before selecting a RHF unit trust and/or any investment instrument in general.
- A RHF Manager may, under certain circumstances suspend the repurchase of participatory interest if the repurchase exceeds 5% of the RHF unit trust, provided that the proposed repurchase exceeds R50 000 (fifty-thousand rand)
- Legal, tax and regulatory changes could occur at any time during the term of The Clients' investment and this may affect the investment substantially. Wealthport cannot be held liable for the impact of such changes on any type of investment administered on the Wealthport platform.
- South African tax and other relevant regulations may change from time to time, this may impact your investment position locally and/or offshore.
- Wealthport may request any additional verification information from Clients that enter into an agreement with Wealthport to provide administration services.
- Wealthport may perform external checks from reliable sources to verify any information provided by Clients and or Financial Advisors. By entering into an agreement with Wealthport, the Client and or Financial Advisor automatically agree to external checks and information verification to be performed at Wealthport's discretion.
- Wealthport is obliged to report certain Client information to regulators.

## 18 ENHANCED DUE DILLIGENCE

Wealthport is required, in terms of the FICA Act, to perform an enhanced due diligence in certain instances to verify the identity of Clients.

An enhanced due diligence may include but is not limited to establishing the following details:

- Verification of the ultimate beneficiaries of investments;
- Establishing the nature of the Client's business;
- Establishing the ultimate control of a legal entity Client;
- Proof of source of the investment funds.

## 19 LIMITED LIABILITY

No party shall be liable to the other in respect of the non-performance of any of the provisions of this agreement, in the event and to the extent that such non-performance is the direct or indirect result of any event beyond the reasonable control of a party or which could not reasonably have been guarded against.

Liability for the following is specifically excluded:

- Failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems; bugs, errors, configuration problems or the incompatibility of computer hardware or software; the failure or unavailability of Internet access.
- Problems with Internet service providers or other equipment or services relating to the Clients' or Wealthport's computer or network; problems with intermediate computer or communications networks or facilities, problems with data transmission facilities or telephone, cable or wireless service, or unauthorised access, theft, operation errors, severe weather, earthquakes, other natural disasters or labour disputes.
- Errors made by, or actions and omissions by the Product Supplier, Financial Advisor or Stock Broker.
- Any actions or omissions by a third party.
- Delays in processing Financial Advisor application forms or instructions on behalf of Clients as a result of not being registered as an authorised Financial Services Provider or not being registered for the underlying product categories.
- Wealthport acting on incorrect information where the Client failed to notify Wealthport of changes.
- The delay in sale of Units as a result of ring-fencing.

- Any delay in a transaction because of a bank's action or inaction.
- When the Client of Financial Advisor clicks on any acceptance button or entry field on the Wealthport website with any computer device, it shall be legally binding and enforceable and will be the legal equivalent of a handwritten signature. Wealthport shall only be bound if the acceptance or instruction becomes known to Wealthport.

## 20 TERMINATION OF AGREEMENT

- Wealthport will notify a Financial Advisor whose services are terminated by the Client of the fact and the Financial Advisor will no longer earn any fees on this Client investment.
- The Client may withdraw all monies invested in Unit Trusts or ETF's at the market price and no longer incur any fees, thus terminating the agreement with Wealthport and the Financial Advisor where applicable, provided that no part of the Client's investment is restricted by the 30 (thirty) day holding period.
- Benefits from Retirement Funds will only become available and may only be withdrawn subject to applicable legislation and the rules of the Retirement Fund.
- The Client may sell the Units in their investment account at the ruling price. In the case of Retirement Fund investments applicable law may require that the benefits be transferred to another Retirement Fund or long-term insurer.

## 21 PROFESSIONAL INDEMNITY AND FIDELITY INSURANCE COVER

Wealthport has Professional Indemnity and Fidelity Insurance cover in place to insure against fraud and negligent or dishonest behaviour.

### 21.1 Risk Insurer

MARSH & McLennan Companies incorporating  
Alexander Forbes Risk Services  
Physical Address: 156 5<sup>th</sup> street, Sandton, 2196  
Postal Address: Private Bag X4, Benmore, 2010  
FSCA Approval number: 8414

### 21.2 UNDERWRITER INFORMATION

#### 1Life Insurance Limited

**Physical Address:** Auto and General Park, 1 Telesure Lane, Riverglen, Dainfern, 2191  
**Postal Address:** PO Box 11250, Johannesburg, 2000  
**Email Address:** [info@1life.co.za](mailto:info@1life.co.za)  
**Website:** [www.1life.co.za](http://www.1life.co.za)

## 22 COMPLAINTS RESOLUTION

Complaints can be directed to the Wealthport Client Services Centre available on 010 593 3103 or sent via email to [admin@wealthport.co.za](mailto:admin@wealthport.co.za). Wealthport will endeavour to resolve any complaints received within 24 hours or, if the complaint requires further investigation or management involvement, the complaint will be resolved as soon as possible after it is received, not exceeding 20 (twenty) working days. A copy of the Wealthport complaints resolution policy is published on the website [www.wealthport.co.za](http://www.wealthport.co.za) or a copy can be obtained from the Client Services Centre.

### Wealthport contact details

**Physical Address:** 2<sup>nd</sup> Floor, Lacey Oak House, Ballyoaks Office Park, 35 Ballyclare drive, Bryanston  
**Postal Address:** Postnet Suite 451, Private Bag X51, Bryanston, 2021.  
**Email Address:** [admin@wealthport.co.za](mailto:admin@wealthport.co.za)

Name	Type	Postal address	Physical address	Telephone number	Email address	Website
Financial Services Providers Ombud	FAIS	PO Box 74571, Lynnwood Ridge, Pretoria, 0040	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood road, Lynnwood, 0081	+27 12 470 9080	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>	<a href="http://faisombud.co.za">faisombud.co.za</a>

Pension Fund Adjudicator	Pension Funds	P O Box 651826, Benmore, 2010	Ground and First Floor Corporate Place, 23 Fredman Drive, Sandton, 2196	087 942 2700	<a href="mailto:enquiries-jhb@pfa.org.za">enquiries-jhb@pfa.org.za</a>	pfa.org.za
Long-term Insurance Ombud	Underwritten products	Private Bag X45, Claremont, 7735	Third Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town, 7700	+27 21 657 5000	info@ombud.co.za	ombud.co.za

*\*If you are not satisfied with the response from Wealthport, you can contact the applicable authority indicated below:*

### 23 DETAILS OF COMPLIANCE OFFICER

**Moonstone Compliance**

**Website:** [www.moonstone.co.za](http://www.moonstone.co.za)

**Physical Address:** Valerida Centre, 1<sup>st</sup> Floor, Piet Retief Street, Stellenbosch

**Postal Address:** PO Box 12662, Die Boord, Stellenbosch, 7613

**Telephone number:** +27 12 883 8000

### 24 LEGISLATION THAT GOVERNS THIS AGREEMENT

Wealthport must comply with multiple Acts amongst others the Acts referred to in these terms and conditions as well as the Companies Act, the SARS Acts and Securities Services Act as they are at present and may change from time to time. Amendments to or replacements of the legislation and directives issued by the regulatory authorities may change these terms and conditions.

### 25 IMPORTANT POLICIES

Wealthport has policies prescribed by regulators as well as policies prescribed in terms of good governance in place. Certain policies are published via [www.wealthport.co.za](http://www.wealthport.co.za). Any policies applicable to your relationship with Wealthport is available on request from [admin@wealthport.co.za](mailto:admin@wealthport.co.za). It is in your best interest to understand the policies that govern your relationship with Wealthport and to consult your Financial Advisor or Wealthport directly if you have any questions or concerns.