

General Terms and Conditions

Collective Investments (Unit Trusts)

TERMS AND CONDITIONS

1. Net Asset Value (NAV): Prices are calculated on a NAV basis, which is the total value of all assets in the Portfolio including any income accrual and less any permissible deductions from the Portfolio divided by the number of participatory interests in issue. Permissible deductions include brokerage, Securities Transfer Tax, auditor's fees, bank charges, trustee/custodian fees and the service charge levied by the Manager.
 2. Initial Financial Adviser Charges: The initial Financial Adviser charge is deducted from the full investment value and the remaining amount is allocated to the selected investment options. Any additional investment will incur an initial Financial Adviser charge, provided that the applicable Adviser charge is on the application form, should any funds be deposited with an account number as reference without an application form, the investment will be placed with no initial fees. No corrections will be done once the investment has been placed. It is therefore imperative that an application form be submitted with every additional investment should there be a need for initial Financial Adviser charges. The charge is set at a maximum of 3.00% (excluding VAT) of investments made in the equity portfolios and the asset allocation portfolios, and may range from 0.60% to 1.80% (excluding VAT) in the fixed-interest portfolios.
 3. Service Charge (levied monthly incl. VAT): The service charge for the individual portfolios is accrued daily and levied monthly on the market value of the portfolio. Certain portfolios have a performance based service charge which shall be a variable amount that may either increase or decrease, depending on whether the Manager has added or detracted value for the portfolio relative to a passive investment in the portfolio's benchmark. Please refer to the latest fact sheet(s) for more details. The service charge is normally deducted from the income received by the portfolios. The Portfolio Charges document (including Performance Fee Frequently Asked Questions) is available on www.stanlib.com.
 4. Performance Fees: Where fees are not accrued daily, the fee accrual is lagged and rolling measurement periods are used, certain participatory interest holders may carry a lower proportion of the performance fee relative to performance enjoyed, whilst other Clients may carry a higher proportion of the performance fee relative to performance enjoyed. Where underlying portfolios charge implicit performance fees (i.e. implicit in their unit prices), participatory interest holders may carry these performance fees regardless of whether the top-tier portfolio or mandate has out-performed its own benchmark. The Portfolio Charges document (including Performance Fee Frequently Asked Questions) is available on www.stanlib.com ("Investment for Individuals" section).
 5. Total Expense Ratio: The Total Expense Ratio (TER) of a portfolio is a measure of the portfolio's assets that were relinquished as operating costs expressed as a percentage of the daily average value of the portfolio calculated over a period of usually a financial year. Typical expenses which are deducted from a portfolio include service charges, taxes, trustee fees and audit fees. The TERs can be located on the Fact Sheets and the Portfolio Charges document which is available on www.stanlib.com ("Investment for Individuals" section).
 6. Switching: A "switch" involves selling participatory interests (units) in one portfolio and investing the proceeds in another portfolio. The Manager does not normally charge initial Financial Adviser charges twice, other than in the instance where the original entry was into a portfolio with lower charges than the portfolio into which the Client will be investing. Accordingly, the Client will have to pay in the difference in the initial Financial Adviser charges. However, the Client and the Financial Adviser may agree on a different arrangement to that mentioned above, in which case an initial Financial Adviser charge as agreed, between the Client and the Financial Adviser, will be charged on the switch transaction. As costs may change from time to time, please consult with your authorised Financial Adviser.
 7. Income Distributions: Income distributions are made at regular intervals for all portfolios. Portfolios either declare distributions monthly, quarterly (31 March, 30 June, 30 September, 31 December), bi-annually (30 June, 31 December), or annually (31 December). These distributions are paid by no later than the last working day of the following month. Please refer to the latest fact sheet(s) for more details.
 8. Money Market Portfolios: The price of each participatory interest (unit) is aimed at a constant value for all Money Market Portfolios. The total return to the Client is primarily made up of interest received but, may also include any gain or loss made on any particular instrument. In most cases this will merely have the effect of increasing or decreasing the daily yield, but in an extreme case it can have the effect of reducing the capital value of the portfolio. The minimum transaction amount for this portfolio is R2,000. The initial minimum lump sum investment is R25,000. If the balance of the account is below R2,000, any repurchase instruction will result in the total balance being redeemed. If the balance of the account is above R2,000, any repurchase request below R2,000 will result in the minimum transaction amount of R2,000 being redeemed.
 9. Other Fixed Interest Portfolios and Equity Portfolios: Minimum remaining amount on all STANLIB Funds is R2,000.00. The minimum redemption amount on All STANLIB Funds is R2,000, any redemption request below R2,000 will result in the minimum transaction amount of R2,000 being redeemed. If the balance falls below R2,000, after the redemption, instruction will result in the total balance being redeemed.
 10. Electronic Transactions: the Client agrees that the Manager shall be entitled to implement all instructions and applications of whatever nature received on their Internet site, by telephone, by fax or any other electronic medium and which appear to emanate from the Client. The Financial Adviser is indemnified against any losses, claims or damages arising from acting on such instructions and/or applications, notwithstanding that it may later be proved that any such instruction was not given by the Client. The Client agrees that the electronic records of all instructions and applications processed by/or on behalf of him/her or which purport to be processed on behalf of the Client via the Manager's Internet site, telefax, telephone or any other electronic medium shall constitute prima facie proof of the contents of such instructions and applications.
 11. Payments: Redemptions, regular income options and income distribution payments can only be made into an account in the name of the Client. No third party or cheque payments will be made.
 12. Shari'ah Compliant Portfolios: In terms of Shari'ah Law, the Manager will purify the dividend income earned by automatically deducting all non-permissible income from the total dividend income distribution due to the Client. The income, net of non-permissible income, is then applied according to the Client's further instructions, i.e. either reinvested or paid to the Client's bank account. All non-permissible income deducted will be donated on behalf of Clients to charitable organizations, as directed by the Shari'ah Supervisory Board. Non-permissible income sources include interest income earned from companies invested in. The quantum of non-permissible income will be determined by the fund manager and approved by Shari'ah Supervisory Board which will typically be a percentage of the total dividend income that accrued to the portfolio, e.g. 5%. For example, the Shari'ah Board determined that 5% of all dividends that accrued to the portfolio are non-permissible. A proportionate amount of the dividend income due to the Client (i.e. 5%) will be deemed to be non-permissible and will be deducted from the total dividend income distribution due to the Client and donated on behalf of the Client to charitable organizations, as directed by the Shari'ah Supervisory Board. Clients must take note that their statements and the statutory tax certificates (I.T. 3 (b)) will indicate the total income distributed to them, net of non-permissible income. It is also important to note that certain permissible income received by the portfolio is deemed to be interest income in terms of the Income Tax Act, as amended from time to time, and will be reflected as such. Clients are accordingly advised to seek appropriate tax advice as to the potential tax consequences they may be subjected to. Clients should note that all income paid by the fund is purified before being paid out to Clients.
- 13. General**
- 13.1. Collective investment schemes in securities are generally medium to long term investments.
 - 13.2. The value of participatory interests may go down as well as up and past performance is not necessarily a guide to the future.
 - 13.3. An investment in the participations of a collective investment scheme in securities is not the same as a deposit with a banking institution. A Money Market portfolio is not a bank deposit account.
 - 13.4. Where exit charges are applicable, participatory interests are redeemed at the net asset value where after the exit charge is deducted and the balance is paid to the Client.
 - 13.5. A Portfolio of a collective investment scheme in securities may borrow up to 10% of the market value of the Portfolio to bridge insufficient liquidity as a result of the redemption of participatory interests, and may also engage in scrip lending.
 - 13.6. Where different classes of participatory interests apply to certain Portfolios, they would be subject to different charges.
 - 13.7. A schedule of charges and maximum charges is available on request from the Manager. Commission and incentives may be paid and if so, would be included in the overall costs. Ongoing commission may be paid to Financial Advisers. Such ongoing commission, if applicable, will be paid by the Manager from the service charge paid to it. Details of such ongoing commission paid by the Manager to the Financial Adviser on record in respect of your investment are available on request from the Manager.
 - 13.8. The exposure limit to a single security in certain Portfolios can be greater than is permitted for other Portfolios in terms of the Collective Investment Schemes Control Act, 2002. Details are available from the Manager.
 - 13.9. A Fund of Funds Portfolio only invests in other portfolios of collective investment schemes, which levy their own charges, which could result in a higher cost structure for these portfolios.
 - 13.10. A Feeder Fund Portfolio only invests in the participatory interests (units) of a single portfolio of a collective investment scheme, apart from assets in liquid form.
 - 13.11. The Manager reserves the right to close certain Portfolios from time to time in order to manage them more efficiently. More details are available from the Manager.
 - 13.12. The holdings of offshore investments in certain portfolios are subject to current South African Reserve Bank Regulations.
 - 13.13. Forward pricing is used.
 - 13.14. Fluctuations or movements in exchange rates may cause the value of underlying offshore investments to go up or down.
 - 13.15. The Manager undertakes to repurchase participatory interests at the price calculated according to the requirements of the Collective Investment Schemes Control Act, 2002, and on the terms and conditions of the relevant Deeds.
 - 13.16. Payment will be made within 14 days of receipt of a valid repurchase form or regular income request. Please note that there is a 21-day clearance period for cheques and direct deposits, a 45-day clearance period for once off and recurring debit orders. A maximum of R1,000,000 can be collected as a once off debit transaction in a 45 day period per bank account.
 - 13.17. Any capital gain realised on the disposal of a participatory interest in a collective investment scheme is subject to Capital Gains Tax (CGT).
 - 13.18. The Manager is obliged to report on the weighted average cost method for CGT purposes.
 - 13.19. All portfolios are valued daily at 15h00, except for fund of funds which are valued at 24h00. For non-money market funds, investments and repurchases will receive the price of the same day if a complete instruction is received prior to 15h00.



13.20. For money market funds, investments will receive the price of the following trading day if a complete instruction is received together with investment funds prior to 12h00 on the day of submission, and repurchases will receive the price of the following day if a complete instruction is received prior to 12h00.

13.21. The Client confirms that neither the Manager nor any of its staff provided any advice and that the Client has taken particular care to consider whether the investment is appropriate considering the unique investment objectives, financial situation and particular needs.

13.22. All bank accounts supplied for the duration of this investment will be verified with the relevant banks prior to the investment being placed.

13.23. Conflicts of interest disclosure: the Manager shall, wherever possible avoid situations causing a conflict of interest. Where it is not possible to avoid such conflict: the Manager shall advise the Client, of such conflict in writing at the earliest reasonable opportunity and shall mitigate the conflict of interest in accordance with its Conflict of Interest Management Policy. A copy of this Policy is available on the STANLIB website. The Manager is part of the Standard Bank Group of companies and both the Liberty Agency and SBFC Financial Advisers are permitted to sell various STANLIB Collective Investments (RF) Proprietary Limited products. Stonehouse Capital holds equity interests in various FSP's which may result in an unavoidable conflict of interest. Clients of StoneHouse Capital partners are encouraged to familiarize themselves with the conflict of interest disclosures, as required by their FAIS license, prior to engagement. The Client may at any time terminate the Financial Adviser's appointment. It is the Client's responsibility to advise the Manager of such termination in writing. Upon receipt of such notification the Manager will cease payment of any further service charge to the Financial Adviser. However the Client understands that this will not result in a lower annual service charge as the full service charge will now be paid to the Manager.

13.24. Dividends tax: SARS will levy a withholdings tax on dividends at a rate of 20% with effect from 1st April 2017. If you are an exempt entity or if you are liable for dividends tax at a reduced rate then please download and complete the Exemption form or the Reduced Rates form. These forms are available on STANLIB's website. The default rate of 20% will be applied to all Clients if an Exemption from tax or the Reduced rates form is not supplied at the time we receive your Investment application form.

13.25. If the Manager receives a deposit and cannot identify the Client within 30 days of deposit, an instruction will be sent to the bank, to return the monies to the bank account where the funds were received from.

14. FICA: The Client agrees to provide all documentation and information required in terms of the Financial Intelligence Centre Act, No. 38 of 2001, and understands that the Manager is prohibited from processing any transactions on the Client's behalf until all such documentation and information has been received unless the FICA submission and declaration has been completed by the Financial Adviser.

15. Statements

15.1. Clients in the STANLIB Money Market Fund will receive consolidated statements monthly if the investment value is greater than R25,000. Quarterly statements will be issued to Clients if their investment value fall below R25,000.

15.2. All other Clients will receive consolidated statements quarterly.

15.3. IT3B and IT3C documents will be sent to Clients by May each year.

15.4. A Client can register on STANLIB Online and access statements 24 hours a day in a secured environment.

16. **Privacy:** It is important to us that you understand how we obtain, process, store, and share your information. This will apply to all the products and/or services which we provide to you, including any products and/or services provided by our affiliates and associates. When you open an investment with us, you give us permission to disclose information for the purposes described herein, including the information of dependents and beneficiaries. You consent to STANLIB collecting, processing, storing, and disclosing this information for the purposes of:

16.1. Administering your investment account and processing any instructions on the account.

16.2. Communicating with you and your Financial Adviser/ broker.

16.3. Providing your information to any entity within Standard Bank Group Limited, including its subsidiaries and affiliates, where you already have a relationship with, or where you have applied for a product or benefit from, such entity. This information will only be shared for the administration of your products or benefits by this entity.

16.4. Providing relevant information to a contracted third party who requires the information to provide a service to you for your investment. We will ensure that the third party agrees to keep your information confidential and appropriately secured.

16.5. Transferring your Personal Information outside the borders of the Republic of South Africa. We will ensure that anyone to whom we pass on your Personal Information agrees to treat your information with the same level of protection as we do.

16.6. Providing information to industry registers such as ASISA, and contracted third parties, such as tracing agents, attorneys, debt collectors and other persons that assist with the enforcement of agreements.

16.7. Providing your information to regulatory authorities, governmental departments, local and international tax authorities and other persons that STANLIB under the law have to share your information with.

16.8. Payment processing for services providers, merchants, banks and other persons that assist with the processing of your payment instructions.

16.9. Assisting law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.

16.10. Persons to whom STANLIB cede their rights or delegate their obligations to under agreements.

16.11. Conducting research or servicing products. Where appropriate, this information will be de-identified such that it cannot be linked back to you personally.

16.12. We undertake solely to collect and process your information as permitted by law. If you feel we have not done so, you have the right to contact us and object.

16.13. We will take reasonable steps to ensure that all Personal Information you provided to us is kept secure and confidential.

16.14. We will keep your Personal Information until such time as we are compelled to delete it, as prescribed by applicable law.

16.15. If we become involved in a proposed or actual merger, acquisition, or any form of sale of assets, we may use and disclose your Personal Information to third parties in connection with the evaluation of the transaction. The surviving company, or the acquiring company in the case of a sale of assets, would have access to your Personal Information, which would continue to be subject to these terms.

16.16. You have the right to request a copy of the Personal Information we hold about you. We are allowed to charge you a fee to provide this information to you.

16.17. You have the right to request that we update, correct, or delete your Personal Information.

17. **Collection of Investor Information:** STANLIB reserves the right to go back to the client for more information if this has been identified during the compliance process. Unless previously provided to STANLIB, please send verified/certified copies of the documents set out below. These are used to verify the identity of the Investor. strictly, only clear, legible copies of identity and other documents will be accepted, the Manager reserves the right to ask for further documentation.

18. **Off-Boarding the Investor:** STANLIB reserves the right to off-board a client should any aspects of the compliance process deem the client to be of an unacceptable risk. We can only process instructions which are fully complete and accurate, and once the money for the investment reflects in our bank account. We may suspend, delay, or reject your instruction if it does not meet our requirements. You indemnify STANLIB against any loss of any nature which may arise if any money that you pay to a STANLIB bank account is reversed for any reason.

19. **Unclaimed Assets:** The client acknowledges that it will ensure that STANLIB has their most up to date contact details and takes responsibility to inform STANLIB of any changes in personal information. In the event that the client becomes unreachable or any payment due to the client is rejected by the receiving bank, the client's investment will be regarded as an unclaimed asset. STANLIB will make a concerted effort in contacting the client with unclaimed assets which may result in STANLIB appointing an external tracing company to trace and contact the client in respect of any unclaimed assets. Costs related to tracing and administrating unclaimed assets may be recovered from the client. Unclaimed assets will continue to be invested in the portfolio until such time the assets are claimed or transferred to another portfolio with the Authority's or client's consent.

20. Cooling off rights: Due to the nature of this product, cooling off rights are not applicable to Collective Investment Schemes.

21. Non-residents and Emigrants: Foreign money must be sent to our bank account via Standard Bank International Trade Services swift code SBZAZAJJ and can be transferred in foreign currency or SA Rands. Standard Bank International Trade Services will contact Clients who have sent foreign currency, regarding the conversion date, unless the spot rate or a conversion date is specified with the payment. Clients have 30 days from receipt to convert. The Manager is not responsible for confirming the conversion date or spot rate.

22. Trustees: Standard Chartered Bank, 4 Sandown Valley Crescent, Sandton, 2196, Johannesburg. Telephone: (011) 217 6600.

23. Query Support and Middle Office: STANLIB Compliance and Complaints, PO Box 202, Melrose Arch, 2076 Telephone: 0860 123 003.

24. Complaints: Should the Client wish to lodge a complaint with STANLIB regarding the services being provided, the Client can locate STANLIB's Complaints procedure on www.stanlib.com/contactus/pages/furtherqueries.aspx, alternatively the Client can send an email to rateus@stanlib.com.

25. STANLIB is a member of the Liberty Group of companies. Liberty is a full member of the Association for Savings & Investments South Africa (ASISA).

26. This application form and the relevant trust deed in respect of the STANLIB Collective Investments Scheme will form the agreement between the Client and the Manager. The investment will be administered in terms of the Collective Investment Schemes Control Act, 45 of 2002 (The Act).

27. Contact details: STANLIB Collective Investments (RF) Proprietary Limited Reg. No. 1969/003468/07. 17 Melrose Boulevard, Melrose Arch, 2196 | P O Box 202, Melrose Arch, 2076; T + 27 (0)11 448 6000 | F 086 727 7505/+ 27 (0)11 448 6666; E contact@stanlib.com | W www.stanlib.com

28. FAIS Ombudsman details: Block B, Sussex Office Park, 473 Lynwood Road, Pretoria, 0081. Telephone 012 470 9080

