

THE PRIME RETIREMENT PLAN — INFORMATION DOCUMENT

This document provides information regarding your investment in the Prime Retirement Plan

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1. Definitions

1.1 Benefit

In relation to retirement funds, benefit means any amount payable in terms of the rules of the retirement fund.

A benefit may be paid on withdrawal, retirement, or the death of the member, and may be awarded to a non-member spouse in the event of a divorce.

1.2 Beneficiary

A natural person nominated by the member to receive a benefit from the Fund in the event of the member's death.

1.3 Business Day

A business day is any day other than a Saturday, Sunday or South African public holiday. Business is only conducted on business days.

1.4 Collective Investment Schemes Management Company (Manager)

A registered manager of collective investment schemes (or unit trust funds) in terms of the Collective Investment Schemes Control Act.

1.5 Compulsory Annuity

An investor-owned compulsory annuity policy, issued under the provisions of the Long-term Insurance Act, No. 52 of 1998, as amended, into which you will be required to invest a portion of your benefit on retiring from the Fund.

1.6 Contribution

The regular, ad hoc or employer facilitated contributions made to the Fund by a member/employer as set out in the member application, provided that this excludes transfers.

1.7 Dependent

A person who in terms of the Act is regarded as your dependent and must be considered for a benefit on your death, which includes your spouse, your children, any person who is financially dependent on you and any person to whom you must pay maintenance.

1.8 Fund Rules

The rules of the Fund, approved by the regulatory authorities, are binding and govern your membership, the management and operation of the Fund.

1.9 Financial Advisor

A representative of an authorised FSP, who is authorised to provide advice and/or intermediary services and who has been appointed in such capacity by the member.

1.10 Financial Services Provider (FSP)

An entity authorised by the Financial Services Board to provide financial services to members in the form of advice and/or intermediary services.

1.11 Global Fund Administrators (Pty) Ltd (The Administrator)

Global Fund Administrators (Pty) Ltd, an approved retirement fund administrator, which has been appointed by the trustees to administer the Fund.

1.12 Investment Account

Your investment account is the account through which the investment portfolios you select are administered. You will receive a unique investment number which identifies your investment account.

1.13 Investment Portfolio

The selection of unit trust funds and other investment options offered to members of the Fund, as amended from time to time.

1.14 Member (You)

The individual who has been accepted as a member of the Fund and who is entitled to benefits in line with the Fund rules. Also referred to as you.

1.15 Nominee Company

Global Nominees (Pty) Ltd is a nominee company approved by the Financial Services Board in whose name assets of the Fund are held or such other nominee company, approved by the Financial Services Board, in whose name assets of the Fund are held.

1.16 Participatory interest in a Collective Investment Scheme

A collective investment scheme is divided into equal parts called participatory interests, also referred to as units. Each unit represents a direct proportionate interest in every underlying asset of the unit trust fund. The number of units in your unit trust fund depends on how much money you contribute and what the unit price is when the units are purchased.

1.17 The Fund

The Prime Retirement Annuity Fund is a legal entity, registered by the Financial Services Board under the Act and in terms of the Income Tax Act.

1.18 Retirement Funds

This is any Fund registered in terms of the Pension Funds Act and approved in terms of the Income Tax Act, including a registered and approved retirement annuity fund, pension fund, provident fund, pension preservation fund and provident preservation fund; and any other fund from which the Fund is permitted by law and the Rules to receive transfers or to which the Fund is permitted by law and the Rules to transfer benefits.

1.19 The Trustees

A board of trustees appointed by the Fund. The trustees are responsible for the management and control of the Fund and its operations, as well as the protection of member interests, in accordance with the Fund rules and the relevant legislation.

1.20 Unit Trust Portfolio/Collective Investment Scheme

An arrangement whereby a group of investors' money is pooled and invested into various assets such as equities, bonds, property and cash. The assets into which investors' money is placed are governed by the mandate of the unit trust fund and are selected and managed by a professional manager. Unit trust portfolios are commonly referred to as unit trusts or funds. In this document, the term unit trust fund is used.

2. The rules

The Fund rules are binding for the Fund, its members, stakeholders and officers thereof. The Fund rules contain the provisions of all member rights, obligations and benefits provided by the Fund. A copy of the most recent approved fund rules can be obtained via our website at www.primeinvestments.co.za.

3. Important information relating to the Fund

3.1 Monies that can be invested into the Fund

Contributions may be invested into the Fund in the form of:

- Initial once-off investments
- Employer facilitated contributions
- Recurring monthly debit order investments
- Additional once-off investments.

You may invest a once-off contribution at any time and may start, stop or amend a recurring debit order contribution at any time, without penalty.

3.2 Benefits that can be transferred to the Fund

The following benefits may be transferred to the Fund, subject to the Fund rules and relevant legislation:

- A pension or provident fund benefit can be transferred in the event of your resignation, retrenchment or dismissal from an employer that results in the termination of your membership from the employer's pension or provident fund
- A pension or provident fund benefit from a pension or provident fund that has been wound up
- A retirement annuity fund benefit, pension preservation fund benefit or provident preservation fund benefit, transferred at the request of the member, or in the event of the winding up of the Fund
- A benefit received as part of a divorce settlement via an approved court order, which the recipient can elect to invest into the Fund
- Investments may be processed in the form of a transfer of investment portfolio units if you are investing into the same investment portfolios in which you are currently invested within your approved retirement fund investment account, provided that the unit transfer is permitted by the transferring fund.

3.3 Minimum Investment Amount

The minimum single investment amount required to become a member of the Fund and open an investment account is R50 000 (fifty thousand rand). The minimum monthly debit order or employer facilitated contribution amount is R500 (five hundred rand).

3.4 Tax Application

A portion of the contributions made to a retirement annuity fund is tax deductible. The Administrator will provide you with an annual contribution certificate which reflects any contributions made during the tax year.

Income tax will be deducted from any benefit taken in cash before it is paid out to you, in accordance with income tax legislation. You will be provided with an income tax certificate to reflect any tax paid on your behalf.

The Fund is not subject to capital gains tax, interest income tax or dividends tax.

3.5 Tax Benefits

A total tax deduction of up to 27.5% of your taxable income or gross remuneration (whichever is the greater) is allowed. This deduction is subject to an annual limit of R350 000

3.6 Transferring your benefit from another retirement annuity fund

You may transfer your full benefit from an approved retirement annuity fund, subject to relevant legislation and if permitted by the rules of the Fund from which you wish to transfer. No initial financial advisor fees, initial administration fees or initial management fees may be charged on the transfer.

You must ensure that you understand the actual and possible implications, costs and consequences of transferring your investment. This instruction may be processed in the form of a transfer of investment portfolio units if you are investing into the same investment portfolios that you are currently invested in within your existing retirement annuity fund investment account, provided that the unit transfer is permitted by the transferring fund.

3.7 Transferring your benefit to another retirement annuity fund

You may transfer your full benefit to an approved retirement annuity fund, subject to relevant legislation and if permitted by the rules of the Fund to which you wish to transfer. Any annual administration fees, annual financial advisor fees and portfolio management fees owed will be deducted from the investment account before the transfer takes place. No financial advisor initial fees, initial administration fees or initial management fees may be charged on the transfer.

You must ensure that you understand the actual and possible implications, costs and consequences of transferring your investment. This instruction may be processed in the form of a transfer of investment portfolio units if you are investing into the same investment portfolios that you are currently invested in within your existing retirement annuity fund investment account, provided that the unit transfer is permitted by the Fund to which you are transferring.

3.8 Treatment of your benefit in the event of your divorce

In the event of your divorce a portion of your benefit may be awarded to your spouse in terms of a court order and relevant legislation. The benefit portion awarded will be realised at the time of divorce.

3.9 Ceding of your investment

The right to benefits may not be ceded or pledged.

3.10 Cancellations and Cooling Off

You may not cancel your membership and no cooling-off period applies. You may stop contributing to the Fund at any time, by completing the relevant instruction form.

3.11 Guarantees

The Fund does not guarantee the value of your benefit, nor does it guarantee the performance of the investment portfolios in your investment account. The market value of your investment account may fluctuate and past performance is not necessarily a guide to future performance. You carry the investment and market risk which includes the possibility of losing capital.

4. Setting up and managing your investment account

4.1 Obtaining financial advice

Should you require financial advice, it is your responsibility to appoint a Financial Advisor and to negotiate the fees payable to him/her.

The Global Fund Administrators (Pty) Ltd in their capacity as the Administrator do not provide financial advice, and may only supply the member with factual or administrative information relating to the Fund and investment portfolios provided by the Fund. The Fund and the Administrator may not advise as to which of the investment portfolios are suitable for your risk profile or investment needs. You may not rely on any written, spoken or implied communication from us as investment advice, or as a recommendation to invest in or change your investment.

Please note that in the absence of the appointment of a Financial Advisor, all information and member documentation related to the Prime Retirement Plan is available on www.primeinvestments.co.za. Should you require further information, please contact our Client Care Department at save@primeinvestments.co.za

4.2 Appointment of a Financial Advisor

You may appoint a Financial Advisor, revoke the appointment or change advisors at any time by submitting an instruction in writing to the Administrator. Your Financial Advisor must be contracted with the Fund to sell the product. Your Financial Advisor will be informed should you revoke his/her appointment, and once the instruction has been processed no further fees will be paid to the Financial Advisor. You are not permitted to appoint a Financial Advisor who is not a representative of an authorised FSP and if he/she has not contracted with the Fund.

4.3 Providing dependent information and nominating beneficiaries

You may nominate Beneficiaries to receive the benefit on your death. It is important to keep your nomination up to date. Trustees are not obliged to act on your nomination, and must by law use their discretion when allocating a death benefit, taking into account all your Dependants and Nominee elections.

4.4 Selection of investment portfolios/model portfolio

When you become a member of the Fund you will select the investment that you wish to invest in. You may select any one or a combination of the investment portfolios offered. It is important for you to monitor and review your selection on a regular basis, so that your investment continues to meet your financial needs.

Please refer to the latest investment portfolio list available from your Financial Advisor for more information on the investment portfolio range. The investment portfolios available for selection at the time of your investment are subject to availability and may be closed at the discretion of the Fund.

4.5 Investment Phase-In

You may elect to gradually invest your initial investment into your selected investment portfolios from the Prime Money Market Unit Trust Fund by means of a fixed instalment phase-in over a 3, 6, 9 or 12 month period. This option is not available for additional contributions and recurring debit order contributions.

4.6 Submitting instructions with the correct forms

All the instructions which you submit must be completed on the latest investment forms. All forms are available online or from your appointed Financial Advisor.

4.7 Providing complete and accurate instructions/information

All submitted instructions must be fully completed and accompanied by any required supporting documentation. You must ensure that all the information provided within instructions and supporting documentation is true and accurate. The Administrator may only accept an instruction signed by your Financial Advisor if: he/she holds the required discretionary FAIS license; you have mandated him /her to transact on your behalf in the correct capacity; and said mandate has been provided to the Administrator.

All instructions are subject to:

- The requirements of the Fund, the Administrator, the manager(s), the investment manager (where applicable), and applicable legislation at the time of the transaction
- The availability of the selected investment portfolios
- The minimum investment amounts specified by the Fund and the manager(s) as applicable at the time of the transaction.

The Administrator may suspend, delay or reject your instruction should all requirements not be met.

4.8 Income Distributions

An investment portfolio may declare income distributions at regular monthly, quarterly, bi-annual or annual intervals. The distribution comprises interest and dividends earned by the investment portfolio from the underlying assets in which it invests, less any expenses incurred. If the total expenses are more than the income earned, the investment portfolio will not make a distribution.

Any distributions earned will be re-invested back into your investment portfolio in the form of units purchased.

4.9 Switching between investment portfolios/model portfolios

You may switch to new investments or between your existing investments within your investment account. Your switch will not be processed if you select an investment portfolio that is not available at the time of processing the instruction. Please note that should you request to switch an amount in excess of 90% of the value of your investment portfolio, a unit switch will be processed.

In order for the switch to be processed a switch instruction form must be completed in full and submitted to the Administrator.

4.10 Withdrawals prior to retirement

You are only entitled to withdraw your full benefit prior to retirement in the following instances, subject to legislative requirements and the rules of the Fund:

- You have officially emigrated in the records of the South African Reserve Bank
- The value of your investment account is less than R7 000 or any other amount determined by law or a Regulatory Authority from time to time.

Tax due according to a tax directive issued by SARS with respect to the withdrawal, and any annual administration fees and annual financial advisor fees owed will be deducted from the withdrawal before it is paid out. It is important to understand the implications of taking a withdrawal benefit, and any decision to do so should be made after consultation with your Financial Advisor.

4.11 Information Requests

We may request information from you from time to time to comply with legislation and to manage your investment efficiently. You are required to respond to these requests within the specified time period.

4.12 Amendments to personal particulars and bank account details

It is imperative that you inform us of any changes in your bank account, personal details or contact details. Please submit any changes by completing the change of details form available from your Financial Advisor and provide any necessary supporting documentation.

5. Retirement

5.1 Eligibility

You may request to retire from the Fund once you have reached the age of 55. It is important to understand the implications of doing so, and any decision to do so should be made after consultation with your Financial Advisor.

You may request an early retirement in the event of permanent disability. In this instance you will need to provide evidence of your permanent disability due to ill-health or injury, which the trustees will review and either grant or reject the request. Please complete a Retirement Form to request either a normal or early retirement.

5.2 Retirement Benefit

Your Retirement Benefit is the value of your investment at the time that the retirement request is processed, less any fees or charges.

The following benefit options are available:

- The full benefit may be used to buy an Annuity in your name
- A maximum of one-third of the benefit may be taken as a cash lump sum. The remaining two-thirds must be used to buy an Annuity in your name
- The full benefit may be taken as a cash lump sum if the pre-tax value of your benefit, on the date of retirement, is equal to or less than R247 500 or any other amount determined by legislation or by a Regulatory Authority from time to time.

The cash portion of the benefit will be reduced by any tax that may be payable as determined by SARS.

6. Instruction Processing

6.1 Processing Timelines

The Administrator is responsible for processing your instructions and will only do so once a complete and correct instruction is received along with any required supporting documentation, including transferring fund requirements and a tax directive from SARS where applicable.

The Administrator will make every effort to meet the timelines reflected in the below table once complete and correct instructions have been accepted for processing (assuming all portfolios are valued daily).

| Business cut-off : 14h00 | Process the Instruction | Buy or Sell Units | Unit Price Received From The Manager | Member Statement Reflects Instruction |
|---------------------------------|-------------------------|-------------------|--------------------------------------|---------------------------------------|
| Before cut-off (business day 1) | Business day 1 | Business day 2 | Business day 2 | Business day 3 |
| After cut-off (business day 2) | Business day 2 | Business day 3 | Business day 3 | Business day 4 |

6.2 Unit Pricing

Unit trust fund prices are calculated on a net asset value (NAV) basis. The single price per unit reflects the total assets of a unit trust fund, less permissible deductions, divided by the number of units in issue. The unit prices are calculated daily at close of business and are available the following morning after 10h00.

6.3 Bank Interest

Bank interest earned in the designated fund bank account on deposits for your investment account will be added to the investment amount should the monies remain in the bank account for more than 5 days. Interest will be added up until the day on which your investment is processed. No interest is payable to members in relation to monies in transit during the processing of a switch instruction, provided that stipulated time standards are adhered to.

6.4 Recurring Debit Orders

Recurring debit orders are processed monthly on the 1st or the 25th day of each month, as indicated by the member on the member application. If the 1st or the 25th does not fall on a business day, the debit order will be processed on the following business day. The monies will only be invested once they have been debited and reflect in the bank account of the Fund, typically one business day after the debit date.

The Administrator must receive an instruction to cancel or amend a recurring debit order by 14h00 on the 10th of the month for debit orders due to be processed on the 20th and by 14h00 on the 25th of the month for debit orders to be processed on the 1st. Any instructions received subsequent to this will be processed after that month's debit order has taken place

6.5 Phase-Ins

Phase-ins are processed on the 15th day of each month. If the 15th is not a business day, the phase-in will be processed on the following business day. The Administrator must receive an instruction to cancel or amend a phase-in instruction by 14h00, five business days before the scheduled phase-in date. Any instructions received subsequent to this will be processed after that month's phase-in has taken place.

6.6 Switching between Unit Trust Funds managed by the same manager

A switch between unit trust funds of the same manager will be processed according to the timelines mentioned in 6.1. You will receive the same day's unit price for both the sell and purchase portions of the transaction.

6.7 Switching between Unit Trust Funds managed by different managers

A switch between unit trust funds of different managers entails a sale of units from the investment portfolio at your current manager and a purchase of units in another investment portfolio or portfolios at the new manager. The purchase portion of your switch will only be initiated once the proceeds of the sale portion have been received from the manager(s). The Administrator will make every effort to meet the timelines reflected in the table below once instructions which are complete and correct have been accepted for processing.

| Business cut-off : 14h00 | Unit Price Received from Manager (Sale) | Cash Received and Transferred to New Manager | Unit Price Received from Manager (Purchase) | Member Statement Reflects Instruction |
|---------------------------------|---|--|---|---------------------------------------|
| Before cut-off (business day 1) | Unit price at close of business day 2 | Business day 4 | Unit price at close of business day 4 | Business day 5 |
| After cut-off (business day 2) | Unit price at close of business day 2 | Business day 5 | Unit price at close of business day 5 | Business day 6 |

6.8 Processing order of multiple instructions

If the Administrator receives an instruction while another instruction is in progress, the second instruction may be delayed until such time that the first instruction is complete.

7. Rights and Responsibilities of the Fund and the Administrator

7.1 Comply with Prudential Investment Guidelines

The Fund must comply with the investment exposure limits as set out in the regulations (regulation 28) to the Pension Fund Act. These limits set, amongst other things, the maximum exposure that the Fund or you as a member may have to various asset classes.

Examples of these highlighted below:

- 75% exposure to equities
- 50% exposure to non-government debt instruments
- 25% exposure to foreign assets
- 25% exposure to property

Each investment portfolio offered by the Fund will comply with the above limits, and the Administrator may change your investment portfolio selection should your investment account no longer comply with the guidelines.

7.2 Act with honesty and integrity

The Fund and the Administrator will act with due care, diligence, honesty, fairness and integrity in all dealings with you.

7.3 Accept, suspend, delay or reject your instructions

The Administrator may accept, suspend, delay or reject your application or any subsequent instructions on behalf of the Fund. A transaction may also be reversed if the Administrator, on behalf of the Fund, believes the circumstances substantiate it.

7.4 Communicate with you

The Administrator will communicate the following to you:

- Confirmation of your investment and acceptance as a member of the Fund
- Confirmation of changes to your member details
- Quarterly investment statements
- Notices on events that affect your membership.

We will send all communications to you via email unless specifically requested by you to send all communications by post. You may also contact your Financial Advisor to request this information.

7.5 Close an investment portfolio

The Fund or the manager is entitled to close an investment portfolio at any time. Should members be required to disinvest from the investment portfolio, you will be requested to select an alternative investment portfolio. The Administrator may switch your investment into a default investment portfolio should no response be received from you by the specified deadline date.

7.6 Maintain professional and fidelity insurance

The Administrator and the Fund are insured against fraud and negligent or dishonest behaviour.

8. Fees and Charges

8.1 Initial Administration Fee

No initial administration fee is charged.

8.2 Initial Management Fee

Certain managers may charge an initial fee on your selected investment portfolios within your investment account. These fees will be charged when you invest into the investment portfolio or when you switch into the investment portfolio.

8.3 Financial Advisor Initial Fee

If you and your Financial Advisor agree to a financial advisor initial fee, as indicated in the application or any other written communication accepted by the Administrator, the agreed amount will be deducted from the investment before the investment is made. A maximum fee of 3% excluding VAT applies.

8.4 Annual Administration Fee

The annual administration fee will be dependent on your portfolio selection. All investments into third party portfolios will attract an administration fee of 0.30% (excl. vat), whilst any investment made into a Partner Portfolio will only be subject to a 0.15% (excl. vat). Please refer to our [Portfolio Characteristics and Objectives Document](#) for full details on all portfolios offered.

The fee is levied monthly in arrears by deducting units from your underlying Investment Portfolios to the value of the fee owed. The fee is deducted proportionally from the underlying Investment Portfolios within your investment.

8.5 Annual Management Fee

Managers charge annual management fees, which are incorporated into the daily unit price of the investment portfolio. These fees vary across the range of investment portfolios as well as the class of investment portfolio. Therefore, the investment portfolio you choose will determine the fees that you are charged. All fees and charges applicable to your selected investment portfolios can be found in the investment portfolio list available on the Prime Investments website.

8.6 Financial Advisor Annual Fee

If you and your Financial Advisor agree to a financial advisor annual fee, as indicated in the application or any other written communication accepted by the Administrator, we will deduct this fee and pay it over to your Financial Advisor. A maximum fee of 1% excluding VAT applies. The fee is calculated daily and levied monthly in arrears by deducting units from your underlying investment portfolios within your investment account to the value of the fee owed. Financial advisor annual fees owed will also be deducted before the proceeds of a withdrawal or transfer instruction are paid out. The fee is deducted proportionally from the underlying Investment Portfolios within your Investment Account.

Legislation requires that the financial advisor annual fee is reviewed and agreed annually by the member for any investment transferred to the Fund via a Section 14 transfer from another retirement annuity fund.

8.7 Switching Fee

No fees are charged when you switch between investment/model portfolios.

8.8 Value Added Tax

Where appropriate, VAT will be added to the fees or charges on your investment.

8.9 Reporting

Your investment statement will show the fees that are charged on your investment, except for the annual management fees mentioned above that are included in the unit price of the investment portfolios.

9. On death of the Member

9.1 Notification of death

The Administrator must be notified of your death in writing. The following information must be included in the notification:

- A certified copy of the deceased's ID document
- Death Claim Form
- A certified copy of the death certificate
- A certified copy of the Letter of Executorship.

Please be aware that additional information may be required by the trustees of the Fund, depending on the specific circumstances of each case.

9.2 Parties who may be entitled to a portion of the Death Benefit

Your benefit does not form part of your estate and will not be governed by your last will and testament. In accordance with Section 37 of the Pension Funds Act, the trustees have full discretion to award the death benefit as they feel appropriate. Dependents will be given preference when allocating the benefit in accordance with legislation, after which nominated beneficiaries and your estate will be considered.

The death benefit is the value of your investment, less any applicable charges or fees, at the time of finalising your death claim.

Each party who has been awarded a portion of the benefit will be provided the benefit in one of the following ways, as determined by the trustees for each benefit portion and subject to the requirements of the relevant legislation;

- The death benefit may be used to purchase a compulsory annuity from a registered long term insurer
- The death benefit may be paid out as a cash lump sum
- The death benefit may be provided as a combination of an annuity purchase and a cash pay-out.







10. Legislation which governs your membership in the Fund

The following are some of the main Acts and regulations that govern your investment and the parties to this investment agreement. Amendments to or replacement of the legislation and directives issued by regulatory authorities may change the terms and conditions of your investment.

- The Pension Funds Act
- The Long-term Insurance Act
- The Collective Investments Schemes Control Act
- The Financial Advisory and Intermediary Services Act
- The Income Tax Act
- Exchange Control Regulations.

11. Contact Details

The Prime Retirement Annuity Fund

| | | |
|---|---------------------------|--|
|  | The Administrator: | Global Fund Administrators |
|  | Physical Address: | 59 Woodlands Ave, Hurlingham Manor, Sandton , 2196 |
| | Postal Address: | PostNet Suite 208, Private Bag X9, Benmore, 2010 |
|  | Email: | save@primeinvestments.co.za |
|  | Website: | www.primeinvestments.co.za |
|  | Tel: | (010) 594 2100 |
|  | Fax: | (086) 642 1880 |





12. Complaints

If you are not satisfied with any aspect of the Fund, your membership, the Fund administration or the service provided to you, you may lodge a written complaint with the head of operations of the Administrator or the principal officer of the Fund, as applicable. Please remember to include all supporting documents. The Fund or administrator as applicable will acknowledge the complaint in writing and will inform you of the contact details of the person who will be assigned to resolving your complaint.

If you are not satisfied with the response received, you may contact the relevant authority:




The Pension Funds Adjudicator

(for complaints relating to the Fund)

| | | |
|---|------------------------|--------------------------|
|  | Postal address: | PO Box 580, Menlyn, 0063 |
|  | Tel: | (012) 346 1738 |
|  | Fax: | (0866) 693 7472 |
|  | Email: | enquiries@pfa.org.za |

The Ombud for Financial Services Providers

(for other complaints relating to the Administrator/your Financial Advisor)

| | | |
|---|------------------------|------------------------------------|
|  | Postal address: | PO Box 74571, Lynnwood Ridge, 0040 |
|  | Toll-free: | 0860 324 766 |
|  | Email: | info@faisombud.co.za |