

## PRIME TAX-FREE SAVINGS PLAN — PRODUCT INFORMATION DOCUMENT

The Plan allows for various Portfolios to be purchased, sold and transferred in accordance with these terms and conditions. Portfolios acquired under the Plan will be held in the name of the Nominee Company, for the benefit of the Investor. The Nominee Company will maintain a register recording the beneficial ownership of all investments held in its name.

The Administrator performs all administration functions in respect of the Plan. The Administrator is entitled to delegate any administration function to a suitable third party.

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## 1. Definitions

### 1.1. The Administrator (we)

Global Fund Administrators (Pty) Ltd, an authorised administrative and discretionary Financial Services Provider (License no: 43521), responsible for the administration of your chosen investment.

### 1.2. Business Day

A business day is any day other than a Saturday, Sunday or South African public holiday. In this document day and business day have the same meaning. We only operate on business days.

### 1.3. Investment Manager(s)

Approved Financial Services Providers in terms of the Financial Advisory and Intermediary Services Act 37 of 2002, acting as the Investment Manager for one or more Portfolios offered on the investment platform.

### 1.4. Investor (you)

The individual or legal entity (including a trust) that invests in a Portfolio via the Prime Tax-Free Savings Plan.

### 1.5. Investor Account

An account held at a financial facility for the purpose of your investment.

### 1.6. Investment Account Numbers

You will receive a unique investment number when investing via the investment platform.

### 1.7. Independent Nominee

Global Nominees (Pty) Ltd is an independent company approved by the FSCA that holds assets for the Investor's exclusive benefit.

### 1.8. Minimum Disclosure Document(s) (MDD)

Is a document containing key information pertaining to your elected Portfolio(s).

### 1.9. On-line Transactional Platform(s)

An online service or software (operating system).

### 1.10. Portfolio

Your chosen investment from the Portfolios available on the Portfolio List as amended from time to time.

### 1.11. Portfolio Supplement(s)

An addendum to this document containing relevant information pertaining to your elected portfolio type.

### 1.12. Tax-Free Savings Account

To encourage a culture of personal savings, Government has for the first time introduced tax-free savings accounts. This means that all the investment returns are completely tax-free when you use these products to save. You will not pay any Capital Gains Tax (CGT) or tax on interest and dividends earned, provided you don't exceed the legislated limits.

### 1.13. Trade

The act or process of buying, selling, or exchanging stocks, bonds or currencies at either wholesale or retail, on the domestic or international market.

## 2. Parties involved in this investment agreement

There are different legal entities that are party to this investment agreement. These are:

- The Investor (you)
- The Administrator (we)
- The Manager and/or Investment Manager
- Global Nominees.

## 3. Which documents and information will you need to provide and/or reference with respect to your investment?

(Includes digital submission via any on-line transactional platform(s))

- Your initial application form
- MDD
- Product Information Document
- Portfolio Supplement(s)
- Verified /certified FICA documentation

- Your proof of banking details not older than 3 months
- Proof of deposit of funds/transfer to the nominated bank account
- Confirmation of tax registration number (SARS)
- If you have a representative acting on your behalf, the following documentation must be provided:
  - Proof of authority to act on your behalf
  - Verified FICA documentation for the representative acting on your behalf.

## 4. What you must do?

All instructions which are sent to us (including digital submissions via any on-line transactional platform(s)) need to be in the prescribed format and must be accepted by the Administrator.

All instructions are subject to:

- The requirements of the Administrator, the Manager and applicable legislation at the time of the transaction
- The availability of the selected Portfolios
- The processing requirements of the Administrator (this includes cut-off times and processing times)
- Minimum investment amounts specified by the Administrator and/or Manager applicable at the time of the transaction.

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

### 4.1. Provide accurate information

You must ensure that all the information, instructions and supporting documentation that we receive from you is true and accurate.

### 4.2. Use our instructions forms

All the instructions which you submit to us must be completed on our latest forms (or on-line in the case of any on-line transactional platform(s)). All our forms and supporting documents are available on our website, your chosen on-line transactional platform(s) or from your appointed Financial Advisor.

### 4.3. Make informed financial decisions

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

The Administrator, Manager and Investment Manager do not provide financial advice.

We may only give you information about our investment products. We may not give you advice on whether any of the investment products we offer is suitable for your risk profile and investment needs.

### 4.4. Appoint or change your Financial Advisor

You may appoint, change or remove your Financial Advisor at any stage by sending an instruction to the Administrator. We must inform your Financial Advisor of the change. No further fees will be paid to a Financial Advisor after you have changed or removed him/her.

Your appointed Financial Advisor must at all times be contracted with the Administrator and must be licensed correctly in terms FAIS.

Online Transactional platforms are only available to direct investors.

### 4.5. Make contributions

The following contributions are allowed:

- Initial lump sum
- Additional lump sum
- Recurring monthly contributions via debit order.

We do not accept cash contributions. No Foreign currency contributions will be accepted. The Initial lump sum and additional lump sum may be made via the following payment methods:

- Electronic transfer
- Cheque deposits.

### 4.6. Select your Portfolio(s)

You need to select one or more portfolios that suit your risk profile and investment needs.

Based on the discretion of the Manager, certain investment portfolios may not be available at the time of your investment.

### 4.7. Monitor your investment

You must monitor your investment regularly. The reasons you invested or the financial situation you find yourself in may change. It is therefore important to ensure that your investment continues to evolve to meet your financial needs.

### 4.8. Understand what the implications are of replacing an existing financial product with this investment

If this investment is a replacement (in whole or in part) of another existing financial product you own, you must make sure you understand the actual, possible implications, costs and consequences of the replacement. You will need to perform and assess the comparative Effective Annual Costs (EAC) of the transfer.

#### **4.9. Phase your investment into your selected Portfolio(s)**

A lump sum investment (initial or additional contribution) can be invested in an approved daily valued/traded Portfolio. This lump sum can then be phased in to one or more of our Portfolio(s) by means of a fixed instalment over a 3,6 or 12 month term and is raised on the 15th day of each month. Phasing in is not applicable for debit order contributions.

This option may be subject to the minimums applicable at the time of the transaction and may (in certain cases) not be offered via your on-line transactional platform(s).

Please refer to the relevant Portfolio Supplement(s) for any Portfolio specific restrictions with regards to phase-in instructions.

#### **4.10. Manage your maximum investment limits**

Contributions to any Tax Free Savings Account (in total across providers), may not exceed R33 000 per tax year (1 March—End February), and R500 000 over a lifetime. Contributions exceeding these limits will be taxed at 40%, in your hands.

#### **4.11. Income distributions**

Portfolios may earn interest and dividends from the underlying assets. This is declared as an income distribution if the interest and dividends exceed the Portfolio's total expenses. If the total expenses are more than the income earned, the Portfolio will not make a distribution.

The distribution can be monthly, quarterly, bi-annually or annually depending on the Portfolio you have selected.

Please refer to the relevant Portfolio Supplement(s) for any Portfolio specific information with regards to income distributions.

#### **4.12. Switch between Portfolios**

You may switch between the available funds on the investment platform. A switch entails a sale of units from one fund and a purchase of units into another fund. 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 (or digital instruction in the case of any on-line transactional platform) must be fully completed and submitted to the Administrator.

#### **4.13. Withdraw some or all of your investment**

You may withdraw some or all of your investments at any time by submitting a completed Redemption Form or digital instruction in the case of any on-line transactional platform to the Administrator. No funds or portion thereof may be withdrawn if the funds in respect of investments and debit orders have not been cleared (debit orders can only be disinvested after 45 days and cheque deposits after 10 days). Please note that should you request to withdraw an amount in excess of 90% of the rand value of your investment portfolio, a percentage of the units withdrawal will be processed equivalent to the rand amount requested.

No third party payments of redemption benefits are allowed. This is particularly important to note if you are opening this investment on behalf of a minor, as redemption proceeds will only be made into a bank account in the name of the minor.

Payment of the redemption benefits will only be made should the Administrator receive proof of banking details in the name of the Investor (in the form of a cancelled cheque or a bank statement not older than 3 months).

Once you withdraw your investment, you cannot replace it with a new contribution. For example, if you contribute R33 000 this tax year, and then withdraw some of your savings, all further contributions will be taxable.

#### **4.14. Transfer of ownership**

You may not transfer any of your investment to another individual or legal entity. You may however transfer your investment, in part or full, to a Tax Free Savings Account with another product provider.

#### **4.15. Report Errors**

You have 14 days after the receipt of the transaction confirmation and/or Investor statement to report any errors to the Administrator.

#### **4.16. Cede Units**

You may not cede or take a loan from your Tax Free Savings Account.

#### **4.17. Vote in a ballot if a change is proposed to a Portfolio**

Before any changes can be made to a Portfolio fund in which you are invested, we may request that you vote in a ballot about the proposed change. A ballot would be required as a result of a change in the investment mandate for example. The Administrator will not vote on your behalf.

#### **4.18. Respond to requests for information**

We may request information from you from time to time to comply with legislation and to manage your investment efficiently. You must respond to our requests within the time periods provided by us.

#### **4.19. Inform the Administrator of a change in bank or contact details**

It is imperative that you inform us of any changes in your bank or contact details, including your postal address, email address and Residential address (all supporting documentation where applicable must be provided).

## **5. What we do for you?**

### **5.1. Act with honesty and integrity**

We will act with due care, diligence, honesty, fairness and integrity in all our dealings with you.

## **5.2. Identify you and confirm your identity**

We are an accountable institution in terms of the anti-money laundering legislation and must therefore comply with the Financial Intelligence Centre Act (FICA) requirements.

We will take reasonable steps to verify your identity (and the person/s acting on your behalf), your normal or temporary address, source of wealth and funds before a transaction is entered into or a business relationship is concluded with you. This is referred to as "Know your Customer" (KYC).

We use the information that you complete in your initial application form and any information you submit electronically via your chosen on-line transactional platform to identify you. A list of the supporting documentation required is included in each application form, or when you transact via your chosen on-line transactional platform.

We may request from time to time that you provide us with additional documents as well as proof of information you have provided previously in order to confirm your details have not changed.

We reserve the right to request any additional evidence to identify the source of this investment. In so doing, we will confirm whether the monies deposited in the investment account were obtained from legitimate sources. When providing the afore mentioned evidence, you will be required to comply with the prevailing legislation including, but not limited to anti-money laundering and income tax legislation.

## **5.3. Accept, suspend, delay or reject your instructions**

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

## **5.4. Process instructions received by you**

The Administrator is responsible for processing your instructions and we will only do so once all supporting documentation has been received and all requirements have been met.

Please refer to the relevant Portfolio Supplement(s) for the applicable timelines.

Please note that payments of redemptions may take longer to reflect in your bank account, even though it already reflects on your Investor Statement.

## **5.5. Phase-ins**

Phase-ins are processed on the 15th day of each month. If the 15th is not a business day it will take place on the next business day. The Administrator needs to receive the instruction by 14:00 five days before the scheduled phase-in day. Any instructions received after the cut-off date will be processed the following month. Please refer to the relevant Portfolio Supplement(s) for any Portfolio specific restrictions with regards to Phase-in instructions.

## **5.6. Allocate bank interest earned**

Bank interest earned on deposits made by you will be added to the investment amount if it is in the bank account for more than 24 hours.

## **5.7. Contributions made via debit order**

You may select to contribute via a debit order on the 1st or the 25th of each month. New debit orders must be received by the 10th day of month to be effective the 25th of the month and the 20th day of the month to be effective on the 1st working day of the following month.

We shall, at our discretion, pay or collect any amount (provided you owe any amounts to us) through the Automated Clearing Bureau, by means of Electronic Funds Transfer ("EFT") or through direct debit or credit notes addressed to your bankers. Any amounts paid to us using these methods will be viewed as "received" on the date that the debit order, cheque or EFT payment has been credited to our account by our bankers.

## **5.8. Transfer of an existing Tax Free Savings from another Product Provider to the Tax Free Savings product**

Your investment may be transferred from another Product Provider. This instruction may be processed in the form of a transfer of Portfolio units if you are investing into the same Portfolios in which you are currently invested and the unit transfer is permitted by the transferring Product Provider.

## **5.9. Transferring your Tax Free Savings to another Product Provider**

You may transfer your Tax Free Savings to another Product Provider. This instruction may be processed in the form of a transfer of Portfolio units if you are investing into the same Portfolios in which you are currently invested in and the unit transfer is permitted by the Product Provider to which you are transferring.

## **5.10. Processing order of multiple instructions involving the same Portfolio**

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.

## **5.11. Process payments from your investments**

When a redemption is processed from your Portfolio(s) the proceeds will be paid into your bank account only. No third party payments are permitted. All payments will be paid in South African Rands via an electronic fund transfer into a current, transmission or savings account held in your name.

## 5.12. Communicate with you

We will communicate with you to provide you with important information. These include the following:

- Confirmation of your investment application
- Confirmation of changes made on your investment
- Quarterly investment statements
- Annual tax certificate (IT3(s))
- Notices on events that affect your investment.

Where you have appointed a Financial Advisor, and you have authorised us to do so, we will provide the Financial Advisor with electronic access to such statements and to tax certificates furnished to the Investor. You may contact us or your Financial Advisor to request this information or other information you may require about your investment.

We will send all communications via email unless you have specifically requested that we post these to you.

It's important to note that if you have invested via an on-line transactional platform(s), investment statements will be made available, via that platform and will not be distributed via email.

In support of the environment, we will distribute all relevant communications electronically via email. You accordingly indemnify us for the security of information sent to you via email at your request, for the proper and complete transmission of the information contained in the email and for any delay in its receipt.

## 5.13. Close a Portfolio

The Administrator may close a Portfolio for new investments at any time at which point we may request that you select an alternate Portfolio to switch into.

## 5.14. Maintain professional and fidelity insurance

We are insured against fraud, negligence and dishonest behaviour.

## 5.15. Registration of your investments

All the investments on the Global Fund Administrators Investment Platform are held in the name of Global Nominees, who hold all assets in safe custody for your exclusive benefit.

# 6. What we don't do?

## 6.1. Financial Advice

We do not provide financial advice.

We may only give you information about our investment products (of a factual or administrative nature) and we may not give you advice on whether any of the investment products we offer are suitable for your risk profile and investments needs.

You must not rely on any written, spoken or implied communication from us as investment advice, or recommendation to invest in or change your investment.

By selecting one of our investment products, you make an independent decision to enter into an investment which meets your financial and investment needs, whether those needs have been identified using your own judgment or through financial advisors. We have in no way, be it written, spoken or implied, recommended your choice of investment and the information and explanations relating to the terms of your investment are in no way to be considered investment advice.

In making your investment choice, we are indemnified and held harmless against any claim which may arise when you conduct business telephonically, by way of facsimile or via online services, including email. We will take any and all deemed and necessary security precautions to ensure that you can proceed with your chosen investment application.

## 6.2. Guarantees

We do not provide a guarantee on the investment value of your investment nor do we guarantee the performance of them.

The market value of investments may fluctuate, and past performance is not necessarily a guide to the future. You carry the investment and market risk which may include the possibility of losing capital.

## 6.3 Losses incurred

By submitting an investment application or instruction, you accept the risks associated with email or fax communication and understand that the we shall not be liable for all and any losses that you may incur in the event that the we have not received your communication, whether due to the failure, malfunction or delay of any networks or electronic or mechanical device or otherwise. We will not be liable to make good or compensate you or any third party for any damages, losses, claims or expenses resulting from undelivered communication.

Other losses that we will not be responsible for are as follows:

- Any changes in tax or other legislation.
- The investment or market risk of the underlying investments.
- Financial Advisors acting beyond the scope of their FSCA license.
- If your Financial Advisor does not comply with the Financial Intelligence Centre Act (FICA).
- A rejection of an application or a delay in processing as a result of a Financial Advisor not being an authorised Financial Services Provider or not having a contract with us.

- If an unauthorised instruction is received from your appointed Financial Advisor.
- Providing your Financial Advisor with details about your investment whether via telephone, fax, email or via the dedicated web front end secured investment portal.
- Acting on information that is outdated or incorrect where you have failed to notify us of any changes to your information.
- We do not accept responsibility for delays in processing instructions as a result of extraordinary events that cause disruptions. We will carry out instructions at the earliest possible opportunity subject to legislation and our administration procedures and CIS Portfolio limitations.
- The delayed sale of some or all of your investment due to ring-fencing. 'Ring-fencing' is the separation and delayed sale of units in a CIS Portfolio. It is caused by the large sale of units above a certain threshold in a CIS Portfolio. Ring-fencing makes sure that the sale of a large number of units will not force the Manager to sell the underlying assets at a price which could negatively affect investors in the CIS Portfolio. We may delay the payment or reinvestment of the proceeds of the sale of units.
- We are duly authorised to accept instructions by facsimile or email and you accordingly waive any claim you may have against us and indemnify us against any loss incurred as a result of our receiving and/or acting upon such communication.
- We will not be held responsible for any failure, malfunction or delay of any networks or electronic or mechanical device or any other form of communication used in the submission, acceptance and processing of application and/or transactions. We will not be liable to make good or compensate any Investor or third party for any damages (whether direct or consequential), losses, claims or expenses resulting there from.

#### 6.4. Cooling-off period

You cannot cancel the investment and there is no cooling-off period. You can however submit a redemption instruction and we will sell units at the ruling market price. Once you withdraw your investment, you cannot replace it with a new contribution. For example, if you contribute R33 000 this tax year, and then withdraw some of your savings, all further contributions will be taxable.

## 7. What happens in the event of death?

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

- Your personal details
- Identity number
- A certified copy of your death certificate
- Your Investor number (i.e. entity number)
- Letter of executorship.

The Administrator will only act on instructions received from the executor of your estate. On notification of your death your investment will remain invested in an Estate Late account while the estate is wound up. The executor may ask for the redemption of the investment, or transfer ownership of the investment to another person.

## 8. What fees and charges do you pay?

There are different types of fees that are levied on your investment that will reduce the underlying value of your investment.

The fees differ across the range of Portfolios as well as the class of Portfolio. Therefore the Portfolio and class of Portfolio you choose will determine the ultimate fees that you pay.

All fees and charges applicable to your elected investment portfolios can be found in the relevant MDD available on the website, or from your Financial Advisor.

The types of fees that could be levied are as follows:

### 8.1. Initial Management Fee

Certain managers may charge an initial fee on your investment, which potentially could include switches.

### 8.2. Annual Administration Fee

The annual administration fee will be dependent on your Portfolio selection.

The fee is levied monthly in arrears by deducting units from your underlying holdings to the value of the fee owed. The fee is deducted proportionally from the Portfolios held within your investment unless you have an expense account.

### 8.3. Financial Advisor Initial Fee

If you and your Financial Advisor agree to an initial Financial Advisor fee (as indicated in the application form or any other written communication with us), we will deduct the agreed amount from the investment before the investment is made.

### 8.4. Financial Advisor Annual Fee

If you and your Financial Advisor agree to an annual Financial Advisor fee (as indicated in the application form or any other written communication with us), we will deduct the fees by selling units from your Portfolio(s) and pay the amounts to the Advisor monthly.

### 8.5. Value Added Tax

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

### 8.6. Redemption Fee

We do not charge any fees when you withdraw from your Portfolio(s).

## 8.7. Switching Fee

We do not charge any fees when you switch between your Portfolio(s).

## 8.8. Reporting of Fees

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

## 8.9. Portfolio Management and Transaction Costs

Managers charge annual management fees, which are incorporated into the daily unit price of the Portfolio. These fees vary across the range of Portfolios as well as the class of Portfolio, therefore the Portfolio you choose will determine the fees which you incur.

All fees and charges applicable to your selected Portfolio(s) can be found in the applicable Portfolio Supplement(s) and/or MDD(s).

## 9. When can you access your money?

You may request a redemption at any time from your investment (either part of in full) as well as a request that a regular redemption be loaded on your investment.

Once you withdraw your investment, you cannot replace it with a new contribution. For example, if you contribute R33 000 this tax year, and then withdraw some of your savings, all further contributions will be taxable.

## 10. What legislation and regulations govern your chosen investment Portfolio(s)?

The following are some of the main acts and regulation that governs 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.

### A. The Collective Investments Schemes Control Act

This act regulates the administration of Collective Investment Schemes and its unit trust funds.

### B. Financial Advisory and Intermediary Services Act

This act controls the activities of anybody who gives advice or provides an intermediary service to investors on financial products.

### C. Financial Intelligence Centre Act

This act requires that the Administrator obtains certain information to verify your identity before we process your application. The purpose of this act is to prevent money laundering and terrorist financing.

### D. Income Tax Act

This act applies where we refer to taxation.

### E. Exchange Control Regulations

The availability of certain Portfolios is subject to these regulations.

## 11. How does the Protection of Personal Information Act 4 of 2013 (POPIA) affect your investment?

**11.1.** In order for us to meet our responsibilities to you as an investor, we will at times need access to your personal information (as defined in POPIA).

**11.2.** Access to your personal information will be made available to our contracted administrators solely for the purpose of administering and/or servicing your chosen investment(s). Utilising this information, we will take the following actions:

**11.2.1.** Processing of this application;

**11.2.2.** Processing of any subsequent instructions submitted to us;

**11.2.3.** Communicating with you on matters pertaining to your investment; and

**11.2.4.** Providing you with further information, which may include but not be limited to quarterly investment statements, annual tax certificate (where applicable), transaction confirmations etc.

**11.3.** Depending on your choice of investment(s), we may be required to share your personal information across borders. This will only occur when we need to administer and/or service your investment(s) and these functions have been outsourced to offshore service providers.

**11.4.** When transferring your personal information outside the borders of the Republic of South Africa, we will only facilitate transfers to countries that have similar privacy laws to that of the Republic of South Africa or countries where such facilities are contractually bound to privacy regulations which are not less than those imposed by POPIA.

**11.5.** In terms of POPIA, you have the right to object at any time to the processing of your personal information in the prescribed manner on reasonable grounds relating to your particular situation. Such objections will only be set aside if legislation specifically provides for the processing of your personal information in your given situation. On receipt of any objections, we will put a hold on any further processing of your personal information until the objection has been resolved.

**11.6.** You have the right to lodge a complaint to the Information Regulator.



- 11.7.** You have the right to at any time request that we provide you with details concerning your personal information which we may hold, including the identities of all third parties who have or had access to such information.
- 11.8.** POPIA requires that you provide us with personal information which is complete, accurate and up to date. Whilst we will use our best endeavours to ensure that your personal information is reliable, it will be your responsibility to advise us of any changes to your personal information as and when these may occur.
- 11.9.** We may use your personal information for the promotion of our other products.




## 12. Administrators Contact Details

	<b>Physical Address:</b>	1 <sup>st</sup> Floor, Building B, Hurlingham Office Park, 59 Woodlands Ave, Hurlingham Manor, Sandton, 2196
	<b>Tel:</b>	+27 (0)10 594 2100
	<b>Email:</b>	save@primeinvestments.co.za
	<b>Website:</b>	www.primeinvestments.co.za

## 13. Complaints

If you are not satisfied with the service provided to you and you wish to make a complaint, please send a written communication to the Head of Operations at the above postal, fax or e-mail address. Please remember to include all supporting documents. The Administrator 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. Our complaints procedure is available on our website, [www.primeinvestments.co.za](http://www.primeinvestments.co.za)

If you are not satisfied with the response from the Administrator, or if your complaint relates to the advice provided to you by a Financial Advisor in respect of this investment, you can write to the Ombud for Financial Services Providers.

	<b>Postal address:</b>	The Ombud for Financial Services Providers PO Box 74571, Lynnwood Ridge, 0040
	<b>Toll-free:</b>	0860 324 766
	<b>Email:</b>	info@faisombud.co.za