

Prescient Umbrella Provident Fund

TERMS AND CONDITIONS OF MEMBERSHIP

Prescient

Definitions

Act	The Pension Funds Act, No. 24 of 1956, as amended or renamed and the subordinate legislation thereto and shall include any matter prescribed by regulation or regulatory instrument.
Administrator	The company that is appointed by the Fund to administer the benefits payable under the Fund, which is Prescient Fund Administration (Pty) Ltd (Reg. No: 2023/697717/07). Prescient Fund Administration is an approved retirement benefit administrator (reference number 24/810).
Annuity	A compulsory non-commutable annuity issued in the name of a Member or Beneficiary/Dependant which is not capable of being transferred, assigned, reduced, hypothecated or attached by creditors.
Annuity Strategy Option	The Annuity option/s as set out in the Fund's Annuity strategy determined by the Trustees from time to time that comply with the provisions of the Act.
Beneficiary	A natural person nominated at any time by the Member, whilst the Member is still alive, to receive retirement benefits on the death of the Member prior to retirement.
Contribution	The amounts paid to the Fund in respect of a Member, including transfers from other retirement funds or transfers in respect of a divorce order payment. The Contribution must also include, where relevant, an amount equal to the premium payable in respect of a Member for any Risk Benefits that may apply, as set out in the Special Rules applicable to each Participating Employer.
Default Investment Option	The Investment Option/s selected by the Participating Employer as suitable for Members in its employ who did not make an investment decision; or, as the case may be, an Investment Option selected by the Trustees that complies with the provisions of the Act that will apply in instances deemed necessary by the Trustees.
Dependant	A dependant is a person as defined in the Act in respect of whom the Member is legally liable for maintenance or that person was factually or legally dependent on the deceased Member for maintenance, or a person in respect of whom the Member would have become legally liable for maintenance, had the Member not died. The spouse and all children (whether adopted or born outside marriage) of the Member qualify. Anyone else who relies on the Member for financial support (such as an elderly parent, a family member, a grandchild, a friend or a divorced spouse to whom you are paying maintenance) is also regarded as a dependant.
Disability Benefit	Subject to Rule 8.2 of the Fund Rules and if provided for in the Special Rules, the amount that becomes payable, after deduction of any tax or costs attributable thereto, on the disablement of the Member in accordance with the terms of a risk policy of the Fund providing this benefit.
Financial Services Provider (FSP)	The financial services provider (if any) described in the Membership schedule, who has been appointed by the Member and/or Participating Employer to act as advisor for the purposes of membership of the Fund.

	The FSP must be authorised as a financial services provider under the Financial Advisory and Intermediary Services Act, 2002 or its replacement. The FSP is independent of the Fund, the Sponsor and the Administrator and is responsible for disclosing any agency or employee relationships to the Participating Employer and/or Member.
Fund	The Prescient Umbrella Provident Fund, registered in terms of the Act as a retirement fund and approved for tax purposes by the South African Revenue Services (SARS).
Fund Rules	The rules, as approved by the regulatory authorities, which govern membership of, and the management and operation of the Fund, and which are applicable to every Participating Employer and Member of the Fund.
Investment Account	One or more accounts through which the Member's Contributions to the Fund are administered in the underlying Investment Option/s selected by the Member or in the Default Investment Option. The Investment Account may be comprised of a Savings Component, a Retirement Component and/or a Vested Component (as applicable).
Investment Options	A range of investment portfolios under a collective investment scheme (unit trusts) or life pooled portfolios offered by an Insurer that are made available to Members by the Trustees as Investment Options underlying the Investment Account. Each Participating Employer may select a maximum of 10 (ten) Investment Options to be made available to those Members who participate in the Fund as a result of their employment with that Participating Employer.
Insurer	A company who is a registered long-term insurer under the Insurance Act, 2017 (or its replacement) and where relevant, the product provider of (a) various Investment Options, or (b) the Annuity, or (c) any Risk Benefits.
Life Assurance Benefit	The amount payable in terms of a risk policy of the Fund providing this benefit after deduction of any tax or costs attributable thereto, on the death of any Member, and subject to the provisions of Rule 8.3 of the Fund Rules and if applicable in terms of the Special Rules.
Member	A natural person in the full-time, permanent employment of a Participating Employer who satisfies the category qualification prescribed in the Special Rules and who has not reached the Normal Retirement Age or otherwise ceased to be a Member in terms of the Rules; provided that their membership of the Fund has been registered with the Fund and the Administrator by the Participating Employer and the first Contribution in respect of such person has been received in the Fund's bank account.
Normal Retirement Age	The age specified in the Special Rules when a Member becomes entitled to retire from employment for reasons other than sickness, accident, injury or incapacity through infirmity of mind or body.
Opt-In Member	A Member of the Fund who was age 55 or older on 1 March 2021 and who elects to apply a Savings Component and a Retirement Component to his retirement benefit in the Fund within a period as prescribed in the Income Tax Act.

Opt-Out Member	A Member of the Fund who was age 55 or older on 1 March 2021 and who does not become an Opt-In Member within a period as prescribed in the Income Tax Act and whose retirement benefit in the Fund is regarded as a Vested Benefit.
Paid-Up Member	A Member who has left the service of a Participating Employer and has not yet instructed the Fund in writing to pay out or transfer benefits due to the Member in terms of the Fund Rules.
Participating Employer	An employer, whose application to participate in the Fund has been accepted by the Trustees, and in respect of which Special Rules may be concluded; provided that in relation to any Member, participating employer means the employer who employs the Member and whose name is set out in the Membership Schedule (or any amendments thereto).
Retirement Benefits Counselling	The disclosure and explanation, including risks, costs and charges, of the available Default Investment Option/s, the terms of the Fund's Annuity Strategy Option and any other default options made available to Members.
Retirement Component	The portion of a Member's Investment Account that is comprised of two-thirds (2/3) of the total Contributions made to the Fund on or after 1 September 2024, plus transfers from the Member's Savings Component (or any portion thereof) in the Fund, and/or the Member's Vested Component (or any portion thereof) in the Fund and/or the transfer of the retirement component from another approved fund on or after 1 September 2024, together with fund return; and provided that this component shall not be applicable to Opt-Out Members.
Risk Benefits	The Life Assurance Benefit, the Disability Benefit or the Voluntary Top-up Cover as may be applicable according to the provisions of the Special Rules.
Savings Component	The portion of a Member's Investment Account that is comprised of the Seed Capital Amount and one-third (1/3) of the total Contributions made to the Fund from 1 September 2024, plus transfer of a savings component from another approved fund (provided the Member's remaining total benefit is transferred in terms of the rules of that fund) on or after 1 September 2024, together with fund return, less any Savings Withdrawal Benefit; provided that this component shall not be applicable to Opt-Out Members.
Savings Withdrawal Benefit	The portion of the Member's Savings Component that the Member elects to withdraw, subject to the Rules and the Income Tax Act, without terminating his membership of the Fund.
Seed Capital Amount	A once-off amount calculated as at 31 August 2024 of ten percent (10%) of the total value of the Vested Component, limited to thirty thousand rand (R30 000) per Investment Account, that is to be allocated to the Savings Component on or with effect from 1 September 2024; provided that in respect of an Opt-In Member, the amount shall be calculated on the date in accordance with the Income Tax Act.

Special Rules	The specific rules applicable to each Participating Employer which must be read in conjunction with the general rules applicable to the Fund. The Special Rules contain terms and conditions specific to the participation of a particular Participating Employer in the Fund in relation to the membership of Members who are in the service of that particular Participating Employer.
Sponsor	Prescient Fund Services (Pty) Limited (Registration number: 1998/023727/07), the company responsible for ~~the~~ marketing the Fund to potential Members.
Trustees	The persons who manage the Fund according to the Fund Rules and relevant legislation.
Vested Benefit	The value of the Member's Investment Account determined with reference to Contributions to the Fund on or after 1 March 2021 where a Member's age was 55 or over, and on or before 1 March 2021 where a Member's age was under age 55, that is excluded for the purpose of annuitisation and which may be taken as a lump sum on retirement as provided for by the Income Tax Act; or the total retirement interest in the Fund of an Opt-Out Member.
Vested Component	The portion of the Member's Investment Account that is comprised of the value of the Member's total retirement interest in the Fund up to and including 31 August 2024, after taking into account the deduction and allocation of the Seed Capital Amount to the Savings Component (unless the Member is an Opt-Out Member in which instance no Seed Capital Amount or Savings Component is applicable), plus Contributions by or on behalf of an Opt-Out Member, and any transfer of a vested component from another approved fund on or after 1 September 2024 (if the member's total benefit in that fund is transferred in terms of the rules of that fund), together with fund return. Any Vested Benefit forms part of this component.
Voluntary Top-Up Cover	The voluntary top-up cover elected by the Member in terms of the risk policy of the Fund, if applicable and provided for in terms of the Special Rules.

OVERVIEW OF HOW THE FUND WORKS

1. Objective of the Fund

The objective of the Fund is to provide the Member with a benefit at retirement or earlier due to ill-health, or to provide the Member's Dependents and / or Beneficiaries with a benefit on the death of the Member or to provide withdrawal benefits permitted under the Income Tax Act.

2. Management of the fund

The Fund is a legal entity which is managed by a board of Trustees, at least one of whom must be independent from the Sponsor and the Administrator. The Trustees owe Members a fiduciary duty, i.e. they must act in the interests of Members at all times, with impartiality, due care, diligence and good faith. The Trustees apply the Rules of the Fund, appoint a principal officer, communicate with Members and ensure proper administration. Governance procedures are put in place by the Trustees to protect the interests of Members of the Fund.

3. Participating Employers

Any employer may apply to the Trustees to participate in the Fund. Participation commences once all the requirements in terms of the Act, the Fund Rules and/or any other administrative arrangements have been met. All eligible employees of the Participating Employer must, as a condition of employment, become Members of the Fund in accordance with the Fund Rules.

4. Investment of Contributions

All Contributions to the Fund are made by the Participating Employer on behalf of the Member, or by way of an amount transferred on behalf of a Member from another retirement fund, including an amount due as a result of a divorce. Subject to the Special Rules, Members can also contribute to the Fund directly.

The Fund invests all Contributions received and manages such investments via an Investment Account(s) for the benefit of each Member.

One third (1/3) of all Contributions made to the Fund by or on behalf of a Member on or after 1 September 2024, must be allocated to the Savings Component and two-thirds (2/3) to the Retirement Component respectively, after the deduction of any expenses and risk premiums, unless the Member is an Opt-Out Member in which instance the Member's Contributions will be allocated to the Vested Component.

Any amount transferred to the Fund on or after 1 September 2024, is subject to the following provisions:

- Any savings component from a transferring fund may be allocated to the Savings Component in the Fund if the Member's total benefit in the transferring fund is transferred in terms of the rules of that fund or may be allocated to the Retirement Component in the Fund.
- Any vested component from a transferring fund must be allocated to the Vested Component in the Fund if the Member's total benefit in the transferring fund is transferred in terms of the rules of that fund or may be allocated to the Retirement Component in the Fund.

- Any retirement component from a transferring fund must be allocated to the Retirement Component in the Fund.

Subject to the requirements of the Act and the Income Tax Act, a Member may at any time transfer his Savings Component (or a portion thereof) or his Vested Component (or a portion thereof) in the Fund, to his Retirement Component in the Fund and once so transferred such transfer cannot be reversed.

5. The Investment Account

The Investment Account(s) of each Member is comprised of the Investment Option/s in which assets are held for the benefit of the Member. These investments are owned by the Fund until such time as a Member becomes entitled to receive or entitled to claim a benefit from the Fund. Members only have the right to receive a benefit from the Fund but have no right to the underlying investments held by the Fund.

The value of each Investment Account is derived from the market value of the underlying investments of each Investment Option selected by the Member, which fluctuates due to market performance and the value is therefore not guaranteed. The value of the Investment Account is increased by Contributions (including transfers from other retirement funds) and positive investment returns. The value of the Investment Account is reduced by negative investment returns, taxes, withdrawal benefits, deductions in terms of the Act, and fees and charges. The Fund re-invests all income distributions received from the underlying investments of each portfolio.

6. Membership of the Fund

Membership of the Fund is based on the Special Rules applicable to each Participating Employer, read together with the Fund Rules, the terms and conditions set out in this document, all supporting documentation and instructions provided by a Member which the Fund and/or Administrator accepts.

Membership commences when the Administrator has received the Member registration form and supporting documents from the Participating Employer, has accepted the application on behalf of the Fund, and the first Contribution in respect of the Member is received in the Fund's bank account. Membership of the Fund shall last for as long as the Member has a benefit in the Fund. Membership ends when the total value, less fees and charges, of all the Investment Accounts related to a Member are paid out, for example on withdrawal, retirement, death or transfer to another retirement fund.

The Participating Employer or a Member may not cancel Contributions already made to the Fund (i.e. ask for a refund) or cancel membership once it has commenced. The Participating Employer may however at any time request that their participation in the Fund be terminated by giving written notice to the Fund as set out in the Rules, in which instance benefits under the Fund may be transferred to another retirement fund.

Members are entitled to view the Fund Rules, financial statements and actuarial valuation reports at the Fund's registered office, during office hours.-

Members are entitled to benefits from the Fund in accordance with the Fund Rules. These benefits, especially any amount taken in cash, are subject to provisions of the Income Tax Act and you are advised to obtain professional advice in this regard.

7. Contributions

- 7.1 All monetary Contributions paid by the Participating Employer to the Fund must, in terms of the Act, be done so that the receipt thereof is effected into the Fund's bank account by no later than 7 (seven) days after the end of the month to which such Contributions relate. Penalty interest, as prescribed in the Act, must be paid by the Participating Employer to the Fund if the Contributions due are not received by the Fund within the period of 7 (seven) days as stipulated. The Participating Employer must provide the Administrator with such information relating to the Contributions paid, as is required in terms of the Act.
- 7.2 Benefits may be transferred from other retirement funds as Contributions to the Fund, subject to a minimum lump sum Contribution determined by the Administrator from time to time. Benefits will be invested into the same Retirement, Saving and/or Vested Components as was held in the transferring fund.
- 7.3 All Contributions must be transmitted directly into the bank account of the Fund by means of electronic funds transfer or in such other manner and on such terms as the Trustees determine. Contributions may be made via direct deposit.
- 7.4 Where a portion of the Contribution received is paid to secure Risk Benefits for a Member, the Fund will pay such amounts to an Insurer to provide Risk Benefits under a risk policy.
- 7.5 All Contributions are payable in South Africa, in South African Rand.

8. Investment Options

- 8.1 Each Participating Employer may select up to ten (10) Investment Options from the available Investment Options offered by the Fund to offer to their employees. The Participating Employer is also required to identify a Default Investment Option from its selection that complies with Regulation 37 to the Act. The Participating Employer may request the Trustees to amend its selected Investment Options at any time. The Trustees may add/remove any Investment Option (whether the default or not) selected by the Participating Employer at any time and replace it with a suitable Investment Option of their choice.
- 8.2 Each Member may select a maximum of four (4) Investment Options from the portfolios selected by the Participating Employer, into which Contributions will be made. Members are responsible for determining their investment strategy and for the selection of the appropriate Investment Option/s held in their Investment Account(s) to implement such investment strategy. Members are responsible for the ongoing review of the appropriateness or suitability of their selection. The Trustees and the Administrator do not provide advice, nor do they take responsibility for any investment selection made by the Participating Employer and/or Members.
- 8.3 Trustees have made the range of Investment Options available to Participating Employers and the Members in their employ on the basis that they have a FSP who can provide them with financial planning, legal, tax and investment advice prior to making any investment decisions. In the absence of such appointed FSP, it is assumed that the Participating Employer and/or the Member does not require such advice.
- 8.4 Members may switch between the Investment Options available to them at any time, subject to the Fund and/or the Administrator's requirements and such conditions as the product provider of any selected Investment Option may apply. A switch instruction comprises two parts: a switch out of one

Investment Option and a switch into another Investment Option. These transactions may not take place on the same day and there is no guarantee at which price the transactions will take place.

- 8.5 The Fund may also have to switch a Member's investment out of a chosen Investment Option(s) to a Default Investment Option(s) if the Fund or the Member's Investment Account breaches the prudential investment limits set out in the Act. An example of these limits is that only a certain percentage of the Fund's total assets (held on behalf of all Members), and similarly only a certain percentage of each Investment Account, may be invested in equities and offshore assets.
- 8.6 The Investment Options have different fee structures and may be subject to availability due to Exchange Control Regulations, and the discretion of the relevant product provider. If, for any reason, an Investment Option is no longer available, the Fund will give the Member written notice, and the Member will be required to select an alternative from the list of available Investment Options. If an alternative portfolio is not selected within the time period given, the Trustees shall switch the investment from the affected portfolio to a Default Investment Option.

9. Benefits

Members are entitled to benefits from the Fund in accordance with the Fund Rules and the Special Rules applicable to their Participating Employer. These benefits, especially any amount taken in cash, are subject to provisions of the Income Tax Act and you are advised to obtain professional advice in this regard.

When elected by your Participating Employer, and as set out in the Special Rules, Risk Benefits may become payable to you by the Fund in terms of a policy of insurance on your death or disability. The Risk Benefit cover is subject to such limitations and conditions as may be imposed by the Insurer in terms of the risk policy. This includes any requirement that a person who is eligible for a Risk Benefit must be examined by a medical practitioner appointed by the Insurer, the costs which may be required by the Insurer to be met by the Member.

9.1 Retirement Benefit

- You can retire from the Fund at the Normal Retirement Age stipulated by your Participating Employer in the Special Rules applicable to it (provided that this may not be prior to age of 55) by giving the Fund written notice of your retirement.
- You must notify the Fund of your intended retirement date 4 (four) months prior to such date, for the Fund to provide you with Retirement Benefits Counselling.
- You are entitled to elect to receive your retirement benefit (less applicable tax) as (a) one or more Annuities only or (b) as one or more Annuities and a lump sum.
- You may elect to retire in respect of your total investment in the Fund, or in respect of one or more Investment Accounts only.
- You have the option to receive the value of your Savings Component in the Fund, and a maximum of one-third (1/3) of your Vested Component in the Fund as a cash lump sum. Any amount not taken in cash will be used to purchase an Annuity or Annuities.
- For any Contributions made prior to 1 March 2021, or if you are an Opt-out Member, you may

elect to receive the value of the Investment Account (in respect of which you have elected to retire) attributable to your Vested Benefit in the Fund, as a lump sum. For any Contributions made after 1 March 2021, your Contribution into the Fund could potentially consist of two portions – one being fully commutable for cash (“vested portion” or Vested Benefit) and the other subject to a maximum one-third (1/3) cash limit (“unvested portion”).

- Any part of the benefit which may not be taken in cash, must be used to purchase an Annuity.
- The total value of your Retirement Component in the Fund must be used to purchase an Annuity or Annuities.
- The Annuity (or Annuities) must be purchased from an Insurer (or such other provider as may be allowed by legislation) of your choice.
- An Annuity will provide you with income on a periodic basis, at a frequency selected by you or determined by the Insurer.
- You may choose to purchase an Annuity in terms of the Fund’s Annuity Strategy option which will be purchased from the Insurer selected by the Trustees as part of the Annuity Strategy.
- If the value of your Retirement Component, together with two-thirds of the Vested Component (excluding the value of any Vested Benefit) is less than or equal to R240 000, you are allowed to withdraw the entire amount as a cash lump sum without the obligation to purchase an Annuity.
- After receiving your retirement notification, the Administrator will:
 - Provide you with Retirement Benefits Counselling;
 - Request that the relevant Investment Account is disinvested to cash on your selected retirement date;
 - Apply for a tax directive from SARS where required for the calculation of the applicable tax (if any);
 - Follow the instructions of the SARS tax directive and pay to SARS the tax to be deducted from the benefit (If any);
 - Pay you and/or the provider of the Annuity the benefit after tax (as may be applicable)
- This process is subject to the processing requirements of the Administrator and the product providers of the Investment Option(s). It will take a minimum of 10 business days to finalise, provided all requirements are met.

9.2 Early Retirement or Disability Benefit

- You can apply to retire earlier than age 55 as a result of disability. If, based on medical evidence obtained at your cost, the Trustees are satisfied that you have become permanently incapable of carrying on your own occupation due to sickness, accidental injury or incapacity through infirmity of body or mind, they may approve your application to retire early.
- The same provisions as set out above in respect of your retirement benefit, will apply to an early retirement benefit.
- If the Special Rules provide for a Disability Benefit, then such Disability Benefit will become payable to you as part of the Annuity referred to above, provided that the claim under the risk policy of the Fund is accepted by the Insurer.

9.3 Death Benefit

- If you die before retirement, a death benefit becomes payable.
- The Administrator must be notified of a Member's death in writing, and the following details must be included:
 - Contact details of the person submitting the information;
 - A certified copy of the Member's identity document;
 - A certified copy of the Member's death certificate.
- After receiving notification of the Member's death, the Administrator will switch the Investment Option/s underlying the Member's Investment Account(s) into an interest-bearing account. This is done to protect the available capital against negative market fluctuations.
- You may indicate in a nomination submitted to the Fund who you would like to receive the benefit upon your death. Please refer to section 10 below.
- Your nomination does not guarantee that your Beneficiaries will receive the portion of your death benefit indicated in your nomination. Instead, Section 37C of the Act requires the Trustees to use their discretion and apportion the death benefit between your Dependants and/or Beneficiaries as they deem equitable. This means that the Trustees determine who receives the benefit, the proportion in which the benefit is paid and how the benefit is paid. The Trustees may have regard to your nomination but are not bound by it.
- Dependants are defined in legislation and are usually given preference to the extent of their dependency when the death benefit is allocated. The Trustees must conduct an investigation to trace and determine who your Dependants are.
- If you have no Dependants and only nominated Beneficiaries who are not Dependants, the Trustees must establish if your estate has enough money to pay your debts before they can pay any balance to your nominated Beneficiaries. If not, the Trustees must first use the death benefit amount to pay such debts. Once all your estate's debts have been settled, a payment can be made to your Beneficiaries. It is only when you have no Dependants and have not nominated Beneficiaries, that the death benefit is paid to your estate.
- Subject to the determination of the Trustees, your Dependants and/or Beneficiaries have the option to receive a portion or all of the benefit allocated to them as a cash lump sum or purchase an Annuity. The amount allocated can also be taken in part as a cash lump sum and the balance used to purchase an Annuity.
- The Annuity will provide income on a periodic basis, at a frequency selected by your Dependants and/or Beneficiaries.
- The Annuity must be purchased from an Insurer (or such other annuity provider as may be allowed by legislation) of their choice.
- Your Dependants and/or Beneficiaries may select an Annuity in terms of the Fund's Annuity Strategy Option which will be purchased from a service provider selected by the Trustees as part of the Annuity Strategy Option.
- The capital value of the Annuity purchased must at all times meet the minimum requirements of the Insurer or any relevant regulatory requirements, failing which your Dependants and/or

Beneficiaries may be required to commute the entire benefit to cash.

- The Administrator will:
 - Apply for a tax directive from SARS if the Dependant(s) or Beneficiary(s) elect to receive a cash benefit;
 - Deduct tax from the benefit according to the SARS tax directive;
 - Pay your Dependant(s) and/or Beneficiary(s) and/or the provider of the Annuity.
- The payment of the death benefit allocated to the Dependant and/or Beneficiary is subject to the processing requirements of the Administrator, the product providers of the Investment Option(s) and the Insurer (if relevant). It will take a minimum of 15 business days to finalise, provided all requirements are met, and all supporting documentation has been received by the Administrator.

9.4 Withdrawal Benefit

- You are entitled to a withdrawal benefit from the Fund prior to retirement when you leave the service of your Participating Employer due to resignation, dismissal or retrenchment.
- You will automatically become a paid-up member in the Fund when you leave the service of your Participating Employer due to resignation, dismissal or retrenchment and fail to advise the Fund within two (2) months after the employment termination date, that you wish to receive a withdrawal benefit.
- The total value of your Vested Component may be taken as a cash lump sum. Alternatively, you may elect to transfer the full benefit due to you to your new employer's retirement fund (if relevant) or to preserve your benefit by transferring it to a preservation fund of your choice, provided that all Retirement, Savings and/or Vested Components in the Fund related to an Investment Account(s) must be transferred to the same receiving fund. You may also choose a combination of cash and a transfer to another fund.
- You may prior to Normal Retirement Date be entitled to the payment of a withdrawal benefit where you have emigrated from (and that emigration is recognised by the South African Reserve Bank), or departed from (at the expiry of a work or visit visa), or have not been a tax resident for an uninterrupted period of three (3) years or longer, of the Republic of South Africa, provided this complies with the requirements of the Income Tax Act for the payment of such a withdrawal benefit.
- You are also entitled to make a withdrawal of one Savings Withdrawal Benefit per Investment Account during each tax year as provided for in the Income Tax Act, the value of which may not be less than two thousand rand (R2000) (before any fees or charges).
- The member can make a second withdrawal of up to the value of the remaining balance in the member's savings component on termination of membership in the Fund, if the member has already accessed their one withdrawal for that tax year.
- The Fund may suspend or withhold the payment of the Savings Withdrawal Benefit in accordance with the provisions of the Act and the Income Tax Act, where:
 - a) The Fund receives notification and proof of divorce proceedings or application for a division of assets, unless the non-member spouse consents to such withdrawal in writing; or

- b) The Fund is made aware of maintenance proceedings or a pending maintenance order and it is satisfied that the withdrawal will result in there being insufficient remaining value to comply with a maintenance order.
 - c) the Participating Employer has a compensation claim:
 - where there is a judgment or a written admission of liability in favour of the employer that has not yet been executed: Provided that the withdrawal will not result in there being insufficient remaining funds to repay the loan or guarantee or to comply with the judgment; or
 - where the employer has not obtained a judgment and the withdrawal will result in there being insufficient remaining value to comply with the pending order, if granted, for a period of 12 months pending the judgment by any court including a magistrate's court;
- Any withdrawal will proportionately reduce the vested and unvested portions of your benefit in the Fund. This could impact how much you will be allowed to take in cash at retirement.
 - After receiving your withdrawal request, the Administrator will:
 - Request a disinvestment of your relevant Investment Account(s) to cash;
 - Apply for a tax directive from SARS;
 - Deduct the tax (if any) in accordance with the SARS tax directive;
 - Pay the amount to you.
 - This process is subject to the processing requirements of the Administrator and the product providers of the Investment Option(s). It will take a minimum of 10 business days to finalise, provided all requirements are met and all supporting documentation has been received by the Administrator.

10. Nominating beneficiaries

- 10.1 You may nominate Beneficiaries to receive your benefit in the Fund upon your death. Please note that your nomination does not guarantee that those you nominate will receive any death benefits. Please refer to section 9.3 above.
- 10.2 To distribute your benefits as fairly as possible, it may be useful for the Trustees to understand why you have made certain nominations and allocations. Therefore, please provide details of any special circumstances you would like the Trustees to be aware of, to them.
- 10.3 It is important that you update your nominations regularly. To change your nomination, you must complete and sign a new Beneficiary nomination form. This form should be delivered to the Fund while you are still alive, as the Fund is not obliged to accept a Beneficiary nomination form after your death.
- 10.4 If you wish to nominate a trust and you have Dependants, you should discuss with the Fund how your nomination can be accommodated within the requirement that the Fund must first meet the dependency needs of your Dependants from the benefit.

11. Termination of participation by employer and non-assignment of benefits

- 11.1 Your Participating Employer may give the Fund three (3) months' written notice of its intention to withdraw participation in the Fund. Participation in the Fund shall also cease on the Participating Employer ceasing its business activities or being liquidated. Where participation ceases and the Participating Employer has made arrangements to participate in another approved fund, Members' benefits will be transferred to such other approved fund. However, where no arrangement has been made, you may elect to receive a cash lump sum or transfer to another approved retirement fund of your choice, provided that a) all Retirement, Savings and/or Vested Components in the Fund related to an Investment Account must transfer to the same receiving fund and b) the total value of your Retirement Component must be transferred to another fund until retirement. The total market value of the holdings in the Investment Option(s) underlying the Investment Account, after fees and charges have been deducted will be transferred or paid to you.
- 11.2 The benefits due to you as a Member may not be surrendered, commuted for cash payment, used as security for any obligation or ceded, assigned or in any manner whatsoever alienated. The Fund furthermore does not provide loans to Members.

12. Administrative provisions

12.1 Instructions to the Fund / Administrator

It is your responsibility to ensure information provided in instructions to the Fund is accurate and complete, and any required supporting documents are supplied. All instructions should be on the prescribed forms which will be processed by the Administrator on behalf of the Fund. Only signed written instructions from the Member or the Member's appointed FSP, will be acted upon. You may also make certain amendments yourself online.

All instructions are subject to:

- The operational requirements of the Fund, the Administrator and the product providers of the Investment Options (including investment minimums, cut-off times and time periods for processing);
- Applicable legislation at the date of the transaction;
- The availability of the selected Investment Options.

The Administrator may delay or withdraw the instruction if any of the requirements above are not met. You have 14 days after receipt of an investment confirmation or any statement, to report any errors to the Administrator.

The Administrator needs to be informed of any changes in your bank or contact details, including your postal and email addresses, and supporting documentation must be provided when requested.

12.2 Company Representative

On entry into the Fund, each Participating Employer is required to identify a preferred method of correspondence as well as a Company Representative. The Company Representative is responsible for submitting information and/or instructions to the Fund in respect of Members, e.g. details of new employees who have become Members, changes to personal details etc. The Company Representative is also responsible for distributing any information/correspondence received from the Fund/Administrator, to Members.

12.3 Processing time frames

Business Process	
Instruction cut-off time	13h00
Buying / selling units and confirmation of transaction completion	Buying units within 5 business days after proceeds are reflecting in the Funds bank account. Selling units within 5 business days after receipt of the instruction, provided that the instruction is not received during month end reconciliation period.
Disinvestment from investment portfolio (excl. switches)	Within 3 business days of benefit calculation
Switching units in portfolios	Within 3 business days of receipt of instruction

The Administrator will carry out instructions at the earliest possible opportunity, subject to its own administration procedures and any portfolio limitations. Where Contributions are made via cheque deposit, the Administrator will wait for the funds to clear before processing the investment instruction. Neither the Administrator, nor the Fund accepts responsibility for delays in processing instructions as a result of extraordinary events that cause extensive disruptions.

Bank interest (at the rate earned in the Fund bank account) will be applied to the amount deposited if it takes longer than 48 hours to start processing the Contribution. Interest earned for the first 24 hours accrues to the Fund in terms of the Fund Rules.

13. Financial services provider (FSP)

- 13.1 The Fund does not provide financial advice. It is the responsibility of the Member and/or the Participating Employer to appoint a FSP and to negotiate appropriate FSP fees for advice should it deemed to be required. There thus may be multiple FSP's who receive fees.
- 13.2 The Member and/or Participating Employer may appoint, change or remove a FSP at any stage by written instruction to the Fund.
- 13.3 Any fees agreed upon with the FSP must be authorised:
- in terms of the Special Rules for the Participating Employer and will be calculated and payable as set out therein, subject to any relevant regulatory requirements and subsequent instructions received from the Participating Employer; or
 - by the Member in writing.
- 13.4 An appointed FSP is responsible for ensuring that the Member receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of the Administrator or the Fund.

- 13.5 The Administrator will only accept applications/ instructions submitted on behalf of Members from FSP's who have been granted a license by the Financial Sector Conduct Authority.
- 13.6 The Fund and the Administrator cannot be held responsible or liable for loss or damage suffered by the Member because of the FSP acting outside his / her license parameters or because of delays in the processing or rejection of this application form, caused by the fact that the FSP is not authorised as a FSP or is not approved by the Administrator.

14. Fees

All agreed fees or charges are levied against the Fund. The Fund will reduce the underlying investments of the Investment Account by the same amount. Your selection of Investment Options will determine certain aspects of the fee structure. Where applicable, these are levied proportionately across all portfolios underlying the Investment Account(s).

There are generally three types of fees that may be deducted from your Investment Account(s) on an initial and annual basis:

- Administration fees;
- Investment Option fees and;
- FSP fees;

Unless otherwise stated, all fees will reflect on your account statement as and when they are paid.

14.1 Initial Fees (if applicable)

Initial fees are deducted from each Contribution before the investment is made into the selected Investment Option(s).

Administration Fee

The Administrator does not charge an initial administration fee but does charge ongoing annual fees (see below).

Investment Option Initial Fee

Depending on the Investment Option selected, the product provider may charge the Fund an initial fee to invest in the Investment Option. This will reduce the amount available for investment. The fee will be based on each Contribution less the initial FSP fee (if applicable). Please refer to the Prescient Investment Options Brochure for the fee percentage applicable to each Portfolio.

FSP Fee

If you and/or your Participating Employer agrees to pay the appointed FSP an initial fee by completing the relevant section on the application form, or otherwise communicating this to the Administrator in writing, the Administrator will deduct the agreed upon fee from each Contribution and pay it to the FSP. The net Contribution will be invested.

14.2 Annual Fees

All annual fees are calculated daily and accrued proportionately at the end of each day.

Administration Fee

The Administrator charges the Fund an annual administration fee calculated on the market value of all the investments of the Fund and levied monthly in arrears. A minimum Rand fee per Member

per month may be applied. The calculated net annual administration fees are deducted by selling units proportionately from the Investment Options underlying the Investment Accounts of all Members, based on the scale applicable to the Participating Employer. Participating Employers may also be required to pay a minimum Rand fee per Participating Employer should the administration fee based on the Members' investment values be less than a certain threshold.

Investment Option Service/Management Fee

The Investment Option service (or management) fee is determined by and accrues to the product provider of each Investment Option. The fee may be fixed or performance-related and is based on the market value of the underlying securities held in the Investment Option/s. The fee is not deducted from the Investment Account(s) but is included in the unit price of the Investment Option, and as such will not reflect on your statement. Please refer to the Prescient Retirement Funds Investment Option Brochure for more detail.

FSP Fee

If you and/or your Participating Employer agrees to pay the FSP an annual FSP fee by completing the relevant section of the application form, or otherwise notifying the Administrator in writing, the Administrator will deduct the agreed upon fee by selling units from the Investment Options underlying the Investment Account(s) and will pay the fee to the FSP, monthly in arrears.

14.3 Value Added Tax (VAT)

VAT is levied on administration fees and certain other fees charged to the Fund. Where appropriate, an amount to compensate for VAT will be added to the fees or charges recovered from the Investment Account(s) and / or Investment Option.

14.4 Changes to Fees and Charges

The Fees and charges as specified above may change. The Fund may also recover any additional fees and charges from the Investment Account(s) if they are charged to the Fund or request the Sponsor to cover such fees and charges. The Fund will give you three months' written notice of any change to the following:

- Annual administration fee;
- Investment Option fee.

The Fund is not obliged to notify you when any of the other fees are changed, and may give less than three months' written notice if the circumstances of the change require it (e.g. a change in legislation).

14.5 Other Charges

Additional charges that are levied against the Fund may also be recovered from the Investment Account(s) when it is the result of a change in (but not limited to):

- Legislation;
- Interpretation by any court, legislative or regulatory authority;
- Taxation basis or rate (including the introduction of a new tax).

14.6 Fund Expense Recoupment

The administration fee is an all-inclusive fee that includes provision for the payment of all Fund expenses, including Fund expenses such as audit, trustee or valuation charges. In terms of the Fund Rules, these expenses may also be settled by monies recovered from the underlying

investments of the Investment Account(s). This will however only be done in situations where the Fund experiences a shortfall, and the Sponsor is not willing or able to cover such shortfall.

15. General

15.1 Fund Responsibilities

Payment of Benefits

All monetary payments will be made in South Africa, in South African Rand, via electronic funds transfer (EFT) only to a current, savings or transmission account. No third party payments will be made unless authorised by the Act.

Section 37D deductions

Deductions in terms of section 37D of the Act will be effected proportionately across the Retirement, Savings and Vested Components, subject to the provisions of the Act, the Income Tax Act, or any other applicable legislation

Tax Deductions

Any cash benefit at withdrawal or retirement or death, which is paid to your Dependents or Beneficiaries, could be taxable. The Fund will deduct tax as per a tax directive issued by the South African Revenue Service (SARS).

Default obligations

The Trustees are required to make provision for one or more Default Investment Options in the Fund's Investment Policy Statement. The Trustees must also establish a Default Annuity strategy. The Default Investment Options and Default Annuity Strategy must comply with the provisions of the regulations to the Act and must be reviewed on a regular basis.

When you withdraw from the Fund as a result of resignation, dismissal or retrenchment, default preservation provisions will apply. This means that you will become a paid-up Member of the Fund until the Fund receives an instruction from you to pay or transfer the benefit due to you. You will receive a paid-up Member certificate to reflect this within 2 (two) months of the Fund becoming aware that you are no longer employed by the Participating Employer. You will have the right to access your benefits at any time (i.e. through transfer or withdrawal according to the Fund Rules). If you die before you access your benefits, the death claim process will be the same as set out in clause 9.3 above.

Provision and Availability of Statements

The Fund will make an annual benefit statement available to Members, reflecting the value of the Investment Account(s) at the financial year-end of the Fund. You may however view your statement online at any time by visiting the Administrator's website and logging on with your personal details.

Compliance with Prudential Investment Guidelines

The Fund's total assets and each Member's Investment Account must comply with Prudential Investment Guidelines as prescribed by the Pension Funds Act.

Fund Rule Changes

The Fund may change the Fund Rules for various reasons, including changes in legislation. For an updated version of these Rules, please contact the Client Service Centre. All Transfer Benefits and Benefit payments shall be made in the Republic of South Africa in South African Rand.

15.2 Administrator Responsibilities

Administer Member Benefits

The Administrator must administer Member benefits in terms of an agreement between it and the Fund.

Accept or Reject Instructions

The Administrator may accept or reject your application or any instructions on behalf of the Fund. Depending on the circumstances, the Administrator may reverse a transaction on behalf of the Fund.

Process Instructions

The Administrator is responsible for the processing of your instructions subject to the timelines applicable at the time of the instructions. Pricing takes place at the close of each business day which means that the price is only available the following business day.

Communication

The Administrator communicates with Members on behalf of the Fund. This includes provision of statements and confirmation of changes in personal details. All communications will be sent via the preferred correspondence method and to the person identified as the Company Representative.

Use of Personal Information

Any personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA") may be used by the Fund or the Administrator in the normal course of business to provide the products and services to members of the Fund. They may retain any information for purposes of investment transactions, processing and administration and to communicate directly with Members or their Dependants and/or Beneficiaries. Personal information will not be given or sold to any third parties. The Fund and the Administrator will disclose or report personal information if and when required to do so by law or any regulatory authority, and to its employees (if relevant), or agents who require such information to carry out their duties.

On becoming a member of the Fund, you consent to the Fund and the Administrator processing your personal information for the above purposes and any related purposes.

Insurance

For your protection, the Administrator is insured against fraud, negligence or dishonest behaviour.

15.3 Member Responsibilities

Provide Complete and Accurate Information

You must make sure that all the personal information and documents that you give to your Participating Employer are accurate, clear and complete. Your Participating Employer will forward your information to the Fund and the Administrator.

View your Investment Online

Once your membership has been processed, you may view your investments online via our secure website using the access details that will be provided to you. You are responsible for keeping your online registration details (including your username and password) in a safe and secure place.

Update your Details

You must update your personal details in the event of a change (e.g. if you change your bank or contact details, including your postal and email address) and send the Administrator any documents it may ask for to prove this.

Choose Suitable Investment Options and Periodically Review your Selection

You are responsible for choosing one or more Investment Options from those made available by the Fund and the Participating Employer that are right for your investment needs and risk profile. Neither the Fund nor the Participating Employer is responsible for your choice. The Investment Options that are available to you may change from time to time, as may the reasons you invested or your financial circumstances. You are responsible for reviewing your selection periodically to make sure that your investment continues to suit your needs.

Nominate Beneficiaries

You may nominate Beneficiaries to receive the benefit on your death before retirement. Please refer to section 10 above.

Check the Confirmation and Report Errors in the Documents sent to you

You must read the correspondence sent to you carefully and promptly. If you find any errors, please tell the Administrator as soon as possible.

Access the Fund Rules, Valuations and Financial Returns

You can request a copy of the Fund Rules, financial statements and actuarial valuation reports at any time from the Administrator or view these documents at the Fund's registered office, during office hours. Copies are available at a fee determined by the Trustees.

16. Risk warnings and exclusions

The Fund does not provide loans to Members.

The benefits due to Members may not be surrendered, commuted for cash payment, used as security for any obligation or ceded, assigned or in any manner whatsoever alienated.

The Investment Account(s) is subject to the volatility (due to market performance) of the underlying Investment Options and there are no guarantees.

Investment in any of the Investment Options should be seen as medium to long-term investments. The value may go up as well as down and past performance is not necessarily a guide to future performance.

Neither the Administrator nor the Fund and its Trustees are responsible for any losses that may be suffered due to:

- Errors made by the product provider of an Investment Option;
- Errors in personal information provided to the Fund or Administrator by the Participating Employer or Member;
- Delays in payment of Contributions by the Participating Employer;
- The investment or market risk of the underlying investments;
- Changes in tax or other legislation;
- Delays in the processing or the rejection of an application because the FSP is either not an authorised financial services provider or does not have a contract with the Administrator;
- FSPs carrying out duties which their category of license does not allow;
- Unauthorised instructions given by the FSP;
- The failure of any networks or electronic or mechanical devices;

- The Administrator or the Fund and its Trustees providing your appointed FSP with details about your investment either via telephone, email, fax or a secure website;
- The Administrator or the Fund acting on information sent electronically;
- The delayed sale of units in an Investment Option due to the suspension of repurchases by the product provider.

17. Fund registration and contact details

The full registration name, postal and street addresses are:

The Principal Officer - Prescient Retirement Funds

Fund Registration Number: 12/8/36671

SARS Approval Number: 18/20/4/40966

Street Address	Postal Address	Contact Details
Prescient House Westlake Business Park Otto Close Westlake 7945	P O Box 31142 Tokai 7966	Telephone: +27 21 700 3600 Fax: +27 21 700 5425 Email: ebadmin@prescient.co.za Website: www.prescient.co.za

18. Complaints

- You may lodge a written complaint about any aspect of your membership of the Fund or your benefits there under, together with supporting documents to the Principal Officer or the Board of Trustees of the Fund at the Fund's registered or postal address. The Fund shall investigate your complaint and shall respond to you within 30 days of receipt thereof.
- If you are not satisfied with the response received from the Fund or you do not receive a response within the time limit, you may submit the complaint to the Pension Fund Adjudicator whose particulars are as follows:

Street Address	Contact Details
The Pension Fund Adjudicator 4th Floor Riverwalk Office Park Block A, 41 Matroosberg Road Ashlea Gardens Pretoria South Africa 0181	Tel: 012 748 4000 012 346 1738 086 066 2837 Fax: 086 693 7472 Email: enquiries@pfa.org.za

- The Adjudicator is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.
- If you have a dispute about the advice provided to you by your FSP, you may contact the FAIS Ombud, whose particulars are as follows:

Street Address	Postal Address	Email Address
The FAIS Ombud: 125 Dallas Avenue, Menlyn Central Waterkloof Glen, Pretoria, 0010	PO Box 74571 Lynnwood Ridge 0040	info@faisombud.co.za

Disclaimer

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