

# 27four Collective Investments

## Terms and Conditions



### Definitions

In this document, unless the context requires otherwise:

- a) the singular shall include the plural;
- b) a reference to any gender shall include the other gender;
- c) a reference to a person shall include all bodies corporate and vice versa;
- d) the terms and conditions shall be governed by and construed in accordance with the law of the Republic of South Africa; and
- e) the following terms, of which the first letter will be capitalised when used, will each have the following meaning:

27four	means 27four Collective Investments (RF) (Pty) Limited, Reg. No. 2015/891620/07, a registered management company under CISCA.
Administrator:	means Prescient Fund Services (Pty) Ltd, an authorised FSP responsible for administration of the Portfolio. 27four has outsourced the administration to Prescient Fund Services (Pty) Ltd.
CISCA:	means the Collective Investment Scheme Control Act, No.45 of 2002.
Collective Investment Scheme:	As defined in CISCA, means a scheme in which members of the public invest money or other assets in a portfolio, and in terms of which- <ol style="list-style-type: none"> <li>a) two or more investors contribute money or other assets to and hold a participatory interest in a portfolio of the scheme through shares, units or any other form of participatory interest; and</li> <li>b) the investors share the risk and the benefit of investment in proportion to their participatory interest in a portfolio of a scheme or on any other basis determined in the deed,</li> </ol>
FAIS:	means the Financial Advisory and Intermediary Services Act, No. 37 of 2002 and any sub-ordinate legislation issued thereunder;
Financial Services Provider (FSP):	In relation to this terms and conditions, means <ul style="list-style-type: none"> <li>• The Investment Manager who has been appointed by the management company to act as a financial services provider for the purposes of managing the Unit Trust Portfolios and who is authorised in terms of FAIS to render intermediary services in respect of Unit Trust Portfolios;</li> <li>• A financial advisor appointed by an investor to act as a financial service provider for the purposes of providing advice on Unit trust portfolios and who is authorised in terms of FAIS to provide advice in respect of the Unit Trust Portfolios</li> </ul>
Financial Sector Conduct Authority (FSCA):	means the Financial Sector Conduct Authority, the market conduct regulator of financial institutions that provide financial products and services and financial institutions that are licensed in terms of the financial sector law, including banks. Insurers, retirement funds and administrators.
Investor:	Means a person / organisation that invests money into the Unit Trust Portfolio.

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Investment Account:	The Investor's account through which the Investor's chosen unit trust(s) are administered.
Investment Manager:	means the FSP appointed to manage a Unit Trust Portfolio
Main Deed:	means an agreement between the Manager and the Trustee that sets out the objective of the Collective Investment Scheme, the administrative duties as well as the powers of both the Manager and Trustee.
MDD:	means a Minimum Disclosure Document, which contains key information pertaining to a portfolio or scheme to assist the investor in understanding the collective investment scheme product.
Net Asset Value:	means the total market value of all assets in the portfolio including any income accruals and less any permissible deductions from the portfolio
Personal information:	means personal information as defined in section 1 of the Protection of Personal Information Act ('POPIA'). Refer to section 19 and Appendix A of this document for this definition.
Supplemental Deed:	means an agreement between the Manager and the Trustee which forms the basis for the creation of separate portfolios under the Collective Investment Scheme and sets out the objective, investment policy and any other constraints specific to the portfolio created.
Underlying Assets:	means the investment assets, including accrued income and or any cash, comprising each Unit Trust Portfolio from time to time.
Unit Price:	means the price ascribed to each Unit issued in a Unit Trust Portfolio.
Unit Trust Portfolio:	means a pool of Underlying Assets owned by 27four that are managed by the Investment Manager in accordance with a specific mandate.

### 1. Introduction

- 1.1 This document contains the terms and conditions of your investment with 27four.
- 1.2 This document together with the application form, will govern the relationship between the Investor and 27four.
- 1.3 The application form, supporting documentation that you provide, all instructions and this document will form part of this agreement.
- 1.4 The investments in the selected Collective Investment Scheme in Securities (unit trusts) are made and administered subject to the provisions of CISCA, in accordance with the Main and any Supplemental Deeds of such funds and subject to the scheme's fee structure as amended from time to time.
- 1.5 27four may amend this terms and conditions document from time to time. The latest version will be available on the website. All investors are bound by the terms and conditions as amended from time to time.

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### **2. Trustee/Custodian**

- 2.1 In terms of CISCA, 27four have appointed Nedbank as the custodian of the 27four Collective Investment Scheme.
- 2.2 The role of the trustee/custodian is an independent party appointed to make sure that the assets chosen by the investor are safeguarded against fraud and mismanagement, and that it is managed according to the Supplemental deed.

### **3. Investment of contributions**

- 3.1 Contributions can be made as an initial lumpsum, additional lumpsum and/or recurring monthly contributions via a debit order.
- 3.2 If a debit order collection is instructed, the debit order will continue until notification to cancel the debit order is provided to 27four.
- 3.3 Any debit order amendment must be received in writing by 27four prior to the 7th day of the month in order for it to be acted upon in the following month.
- 3.4 Funds invested via electronic collection or debit order may not be redeemed until after 40 days from the date on which such funds were invested into units on your behalf.
- 3.5 Units will be bought and sold at the Net Asset Value price in accordance with the requirements of the CISCA and the relevant Main Deed and Supplemental Deed.
- 3.6 The Net Asset Value price is calculated using the forward pricing methodology.
- 3.7 Unless the parties agree otherwise in writing, all monetary amounts to be invested shall be paid by way of electronic funds transfer (EFT) or direct deposit to 27four. 27four shall ensure that all such payments received shall be invested in the Unit Trust Portfolio through the purchase of Units on the same business day where all necessary supporting documentation as required by 27four has been received before 13h00, and by no later than the next business day where such documentation has been received after 13h00.
- 3.8 No interest will accrue to monies awaiting allocation.

### **4. Withdrawals**

- 4.1 Withdrawals (known as "redemptions") of some or all of your units in the Unit Trust Portfolio may be made. This is done by selling the units in the Unit Trust Portfolio at the price calculated in accordance with the requirements of the CISCA and the relevant trust deeds. Regular withdrawals of monthly, quarterly, bi-annually and annually may also be selected.
- 4.2 Should the redemption amount requested exceed 10% of the total market value of the portfolio, the parties shall determine the actual date of withdrawal through mutual agreement between them.
- 4.3 Investor(s) wishing to redeem units amounting to more than 5% of the total market value of the relevant Unit Trust Portfolio must provide 27four with at least 7 business days' written notice of such redemption. If this notice is not

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received by this date, 27four may treat such withdrawal as only having taken place on the 7th business date after such instruction is received.

4.4 Settlement of redemptions may take up to 48 hours.

4.5 Funds invested via electronic collection or debit order may not be redeemed until after 40 days from the date on which such funds were invested into units on the Investor's behalf.

### **5. Unitisation of Unit Trust Portfolio**

5.1 Each Unit Trust Portfolio shall be divided into Units, with each Unit representing an equal portion of the Unit Trust Portfolio. New units shall only be created by the addition of new investment contributions to the Unit Trust Portfolio. Units will be cancelled only due to a Withdrawal from the Unit Trust Portfolio.

5.2 Unit trust prices are calculated on a Net Asset Value (NAV) basis.

5.3 The Unit Price shall be used for both the buying and selling of Units.

### **6. Investment Value**

6.1 The investment value is calculated by multiplying the number of Units held in the Unit Trust Portfolio by the Unit price at the end of each day.

6.2 27four shall use its best efforts to ensure fair and accurate pricing at all times. If any errors or inaccuracies are detected, 27four will rectify these as soon as reasonably practicable and will notify the Investor in writing if any such errors or inaccuracies are material and have, or may have, an adverse effect on the Investor's interests.

6.3 Unit Prices will fluctuate relative to the market value of the underlying securities comprising the Unit Trust Portfolio, and can increase and decrease accordingly. 27four will not be held liable for the consequences of the market influences and consequent changes in the unit prices. The Investor will bear the total investment risk in this regard.

### **7. Reporting**

7.1 Investor statements will be issued monthly.

7.2 Transaction notes are sent on a transaction basis.

7.3 Additional investor statements are available on request.

### **8. Fees**

8.1 Fees will apply to the Unit Trust Portfolio as set out in the Minimum Disclosure Document (MDD) and/or the fact sheet of your underlying investment.

8.2 27four does not charge an initial management fee.

8.3 The following fees are charged by 27four:

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- 8.3.1 Annual management fee – this is the fee charged for managing or administering the fund.
- 8.3.2 Annual distribution fee – this is the annual fee payable to financial advisors by 27four for marketing and distribution services. This fee is included in the annual management fee and will not reflect on investor statements. This fee percentage cannot be negotiated.
- 8.4 In respect of annual financial advisor fees:
- 8.4.1 An initial financial advisor fee may be negotiated to be paid to your financial advisor before your first contribution is invested.
- 8.4.2 An annual financial advisor fee may be negotiated to be paid to your financial advisor. Units will be cancelled to pay the advisor this fee.
- 8.5 All fees exclude VAT.

### 9. Instruction Process requirements

- 9.1 The cut off time for receiving applications and/or instructions is 13h00. Instructions in respect of a money market fund(s) must be received by 11h00.

Business process timeline for instructions received on a business day				
Instruction receipt	Day 1	Day 2	Day 3	Day 4
Instruction received before 13h00 on a business day	Instruction processed	Buy/sell units at the price at close of day 1.  Units switched in portfolios administered by the same product provider.	Units switched in portfolios administered by different product providers.	
Instruction received after 13h00 on a business day		Instruction processed	Buy/sell units at the price at close of day 2.  Units switched in portfolios administered by the same product provider.	Units switched in portfolios administered by different product providers.

#### 9.1.1 Recurring monthly contributions via debit order

Debit order funds will be deducted from the investor's stipulated bank account on the 1st working day of each month and will be invested at the closed Unit Price of that business day. Any debit order instruction / amendment must be received in writing at least 7 business days prior to the selected debit order date in order for it to be acted upon.

#### 9.1.2 Regular withdrawals

Regular withdrawal payment are scheduled for the 25th of each month. If the 25th falls on a weekend or public holiday, your payment will be scheduled for the first business day thereafter. For the regular

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withdrawal instruction to be processed the instruction must be received at least 5 business days before the withdrawal payment date (i.e 25th of the month).

- 9.2 All instructions will be processed by the Administrator on behalf of 27four. Only signed written instructions from the Investor or the appointed FSP, will be acted upon.
- 9.3 Unit Trust Portfolio applications will be considered for processing on receipt of:
- 9.3.1 a correctly completed application form with all the required supporting documentation,
  - 9.3.2 receipt of the Contribution into the correct bank account and
  - 9.3.3 after receipt of proof of deposit.
- 9.4 Other instructions will be considered for processing if they are submitted on the relevant transactional form required by 27four, together with any supporting documentation required.
- 9.5 The Administrator will carry out instructions at the earliest possible opportunity, subject to its own administration procedures and any Unit Trust Portfolio limitations. Where Contributions are made via debit order or cheque deposit, the Administrator will wait for the funds to clear before processing the instruction. Neither the Administrator, nor 27four accepts responsibility for delays in processing instructions as a result of extraordinary events that cause extensive disruptions.
- 9.6 The Administrator will not proceed with an instruction if there is any doubt about the validity of the signature/s or information provided, or if it deems the instruction to be incomplete in any way.
- 9.7 Any processing errors must be reported to the Administrator within 14 days after receipt of the Investor statement or any other statement.
- 9.8 27four must be informed of any changes in bank or contact details, including postal and email addresses, and supporting documentation must be provided where appropriate.

### **10. Financial Services Provider/FSP**

- 10.1 27four and the Administrator does not provide financial advice. It is the responsibility of the Investor to appoint a FSP and to negotiate appropriate fees.
- 10.2 The Investor may appoint, change or remove a FSP at any stage by written instruction to the Administrator.
- 10.3 The FSP is responsible for ensuring that the Investor receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of the Administrator or 27four.
- 10.4 The Administrator will only accept applications/ instructions submitted on behalf of Investors from FSP's who have been granted a licence by the Financial Sector Conduct Authority.
- 10.5 27four and the Administrator cannot be held responsible or liable for loss or damage suffered by the Investor as a result of the FSP acting outside his / her licence parameters or because of delays in the processing or rejection of

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this application form, caused by the fact that the FSP is not authorised as a FSP or is not approved by the Administrator.

### **11. Tax implications**

- 11.1 27four is obliged to withhold and pay Withholding Tax over to South African Revenue Services (SARS) on the Investor's behalf where applicable. 27four will deduct this tax before it pays any dividends to the Investor or re-invests these into the Unit Trust Portfolio. If the Investor is a South African resident for tax purposes, the default dividends tax rate of 20% applies. If the Investor is not a South African resident, the Investor may be exempt from paying dividends tax or qualify for a reduced dividends tax rate. If the Investor believes that an exemption or reduced rate is applicable, a Dividends Tax: Declaration and Undertaking form will need to be completed and shared with 27four.
- 11.2 If the Investor is not a South African resident for tax purposes, the Investor may be required to pay Interest Withholding Tax (IWT) on the interest income earned. A default IWT rate of 15% will apply except if a reduced IWT rate is applicable in terms of any Double Taxation Agreement (DTA) in place between South Africa and the country of the Investor's residence. By selecting a country of residence other than South Africa for tax purposes, the Investor is declaring that he/she is not a South African resident and that the reduced IWT rate in the relevant DTA applies.

### **12. General conditions**

- 12.1 All payments to or by 27four shall be made in South African currency.
- 12.2 Where the Investor appoints a person or organisation, other than 27four, to perform any act or duty in connection with the Unit Trust Portfolio, such person or organisation shall represent and act on behalf of the Investor in respect of all such acts or duties. Without derogating from its obligations under the agreement, 27four shall not be liable for any act or omission on the part of such person or organisation in respect of any such act or duty.
- 12.3 Any change in circumstance or any change to personal information post the initial application are to be promptly communicated to 27four. 27four do not take responsibility for any loss or damage which occurs due to updated information not being communicated prior to any instruction processing.

### **13. Risk**

- 13.1 The Client hereby acknowledges:
- 13.1.1 that it has been advised and made aware of the various risks that are involved in holding a Unit Trust Portfolio and in dealing therein in the financial markets, and especially the exposures that may arise from holding equity investments and from the use of futures and other derivative instruments as well as the risks arising from holding foreign assets.
- 13.1.2 that 27four does not guarantee any future performance of the investments entrusted to it or acquired in terms of the agreement, nor does 27four guarantee that any investment will hold its value or behave in any particular manner. It is recorded that 27four shall invest the contributions as required by the instruction in accordance with the laws regulating the Investor in terms of the Unit Trust Portfolio Main and Supplemental Deeds.

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### **14. Investment Manager and Administrator**

- 14.1.1 27four has appointed the Investment Manager to manage each Unit Trust Portfolio and the Administrator to administer each Unit Trust Portfolio in accordance with the terms set out in the Main Deed, Supplemental Deed and these terms and conditions.
- 14.1.2 27four shall incur no liability for any claims for loss or damage which the Investor may suffer, howsoever such loss or damage may arise or be suffered, in respect of the Unit Trust Portfolio(s) administered. Notwithstanding the aforesaid 27four shall, however, be liable for, and shall indemnify the Investor in respect of, any such loss or damage which arises as a result of the fraud, dishonesty or negligence of 27four or the Investment Manager or Administrator or any director, employee, officer, servant or agent of them.
- 14.1.3 27four warrants that it is adequately insured in respect of any losses that may be suffered by the Investor pursuant to its Unit Trust Portfolio and which are attributable to either of them or to their respective directors, officers, employees, agents or contractors. Details of the insurance arrangements will be made available to the Investor on request.
- 14.1.4 27four warrants that due diligence has been performed on the Investment Manager to ensure that they are adequately insured in respect of any losses that may be suffered by the Investor pursuant to its Unit Trust Portfolio and which are attributable to either of them or to their respective directors, officers, employees, agents or contractors. Details of the Investment Manager's insurance arrangements will be made available to the Investor on request.

### **15. Risk warning**

Collective Investment Schemes in Securities (CIS) should be considered 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. CIS's are traded at the ruling price and can engage in scrip lending and borrowing. A schedule of fees, charges and maximum commissions is available on request from the Manager. There is no guarantee in respect of capital or returns in a portfolio. A CIS may be closed to new investors in order for it to be managed more efficiently in accordance with its mandate. CIS prices are calculated on a net asset basis, which is the total value of all the assets in the portfolio including any income accruals and less any permissible deductions (brokerage, STT, VAT, auditor's fees, bank charges, trustee and custodian fees and the annual management fee) from the portfolio divided by the number of participatory interests (units) in issue. Forward pricing is used. The Fund's Total Expense Ratio (TER) reflects the percentage of the average Net Asset Value (NAV) of the portfolio that was incurred as charges, levies and fees related to the management of the portfolio. A higher TER does not necessarily imply a poor return, nor does a low TER imply a good return. The current TER cannot be regarded as an indication of future TER's. During the phase in period TER's do not include information gathered over a full year.

A Money Market portfolio is not a bank deposit account and the price is targeted at a constant value. The total return is made up of interest received and any gain or loss made on any particular instrument; and in most cases the return will have the effect of increasing or decreasing the daily yield, but in the case of abnormal losses it can have the effect of reducing the capital value of the portfolio. The yield is calculated as a weighted average yield of each underlying instrument in the portfolio. Excessive withdrawals from the portfolio may place the portfolio under



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liquidity pressures and a process of ring-fencing of withdrawal instructions and managed pay-outs over time may be followed.

A Fund of Funds is a portfolio that invests in portfolios of collective investment schemes, which levy their own charges, which could result in a higher fee structure for these portfolios.

A Feeder Fund is a portfolio that invests in a single portfolio of a collective investment scheme which levies its own charges and which could result in a higher fee structure for the feeder fund.

The Manager retains full legal responsibility for any third-party-named portfolio.

Where foreign securities are included in a portfolio there may be potential constraints on liquidity and the repatriation of funds, macroeconomic risks, political risks, foreign exchange risks, tax risks, settlement risks; and potential limitations on the availability of market information.

The investor acknowledges the inherent risk associated with the selected investments and that there are no guarantees.

### **16. Treating Customers Fairly**

27four abides by the regulatory framework as mandated by the Financial Sector Conduct Authority ('FSCA'), to ensure fairness in the treatment of our clients through all stages of the client engagement and product life cycle.

### **17. Protection of Personal information**

#### **17.1 Personal information is defined by POPIA as:**

Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) information relating to the education or the medical, financial, criminal or employment history of the person;
- c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- d) the biometric information of the person;
- e) the personal opinions, views or preferences of the person;
- f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g) the views or opinions of another individual about the person; and
- h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

#### **17.2 By agreeing to the terms and conditions, you acknowledge that 27four requires your personal information, as defined in the Protection of Personal Information Act of 2013 ('POPIA') and consent that 27four collect, retain, use, disclose, or otherwise process your personal information in order to provide the services requested.**

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- 17.3 By agreeing to the terms and conditions you understand that your personal information may be shared with our employees, agents, sub-contractors and other entities within the 27four group in order to fulfil their duties.
- 17.4 Any personal information will not be given or sold to any third parties.
- 17.5 27four 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.
- 17.6 27four abides by all applicable laws and the 27four's personal information protection policy which can be obtained by request to the contact details stipulated in this document.
- 17.7 By agreeing to the terms and conditions you agree that you have read and understood the Privacy Notice (Appendix A) which contains additional information regarding personal information and the processing thereof.

### 18. Contact Details

- 18.1 The full registration name, postal and physical addresses of 27four and Administrator are:

Insurer: **27four Collective Investments**

Registration Number	2015/891620/07
Address	Letterstedt House, Third Floor, Newlands-on-Main, Main Road, Newlands, 7735
Telephone	021 671 2173
Email	manco@27four.com

Administrator: **Prescient Fund Services (Pty) Ltd**

Registration Number	1998/023727/07
Address	Prescient House, Westlake Business Park, Otto Close, Westlake, 7945
Telephone	021 700 3600
Email	27fouradmin@prescient.co.za

### 19. Complaints

- 19.1 If an Investor is not satisfied with the services from 27four or the Administrator, s/he may submit a written complaint, together with supporting documents, to the Compliance Officer, at [complaints@27four.com](mailto:complaints@27four.com).
- 19.2 The compliance department details are:

Compliance officer: **Kobus Botha**

Address	Firestation, Rosebank, 5 <sup>th</sup> floor, 16 Baker Street, Rosebank, Johannesburg, 2196
Telephone	011 442 2464

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Email	compliance@27four.com
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19.3 The complaint will be acknowledged in writing and the Investor will be informed of the contact details of the persons involved in the resolution thereof.

19.4 If the Investor is not satisfied with the response received, s/he has the right to contact the Ombudsman for Financial Services Providers at:

Address:	P O Box 74571, Lynnwood Ridge, 0040
Telephone:	012 470 9080
Facsimile:	012 348 3447
Toll share:	
Email:	Info@faisombud.co.za

The Ombudsman is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

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### Appendix A

1. The following terms shall have meanings assigned to them hereunder, namely:

1.1. "Personal Information" is defined in the Protection of Personal Information Act (Act no. 4 of 2013) ("POPIA") as follows:

"Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal, or the employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person, that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person."

1.2. "Processing" is defined in POPIA as follows: "any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

- a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- b) dissemination by means of transmission, distribution or making available in any form; or
- c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

1.3. The 27four is a Responsible Party in respect of Personal Information you (Data Subject) provide to us. 27four along and our appointed administrator processes the following types of Personal Information from you:

1.3.1. Identification document;

1.3.2. Proof of residential/business operating address;

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- 1.3.3. South African Income Tax registration number;
- 1.3.4. South African VAT registration number (if applicable per individual/legal entity);
- 1.3.5. Contact numbers;
- 1.3.6. E-mail addresses;
- 1.3.7. Banking details;

This privacy notice applies to the 27four and our appointed administrator. All references to “Company” in this notice refer to both 27four and our appointed administrator.

### **2. Why does the Company require your Personal Information?**

2.1. This Personal Information is required in terms of the Financial Intelligence Centre Act, 38 of 2001 and the Company’s Risk Management and Compliance Programme. The Personal Information forms part of the Company’s requirements when obtaining a discretionary mandate from you or opening an account to facilitate the relevant business activities.

2.2. The Company needs your Personal Information to provide you with the following services:

- 2.2.1. To establish a legal relationship with you;
- 2.2.2. To populate the client account information required on the various on-boarding platforms to open your account; and
- 2.2.3. To generate statements and capture contact information related to this discretionary mandate or account;

### **3. How is your Personal Information Processed?**

3.1. Your Personal Information is processed at our branches in Cape Town and Johannesburg and at the offices of our administrator.

3.2. Storage of your Personal Information takes place at our branches in Cape Town and Johannesburg and the offices of our appointed administrator.

3.3. No third-party providers have direct access to your Personal Information unless specifically required by law and to satisfy client due diligence principles.

3.4. Your Personal Information is shared with third party administrators for account opening purposes.

### **4. How long does the Company keep your Personal Information?**

4.1. Under South African law, the Company is required to keep your Personal Information for a five (5) year period following the date of termination of the business relationship according to the Company’s Personal Information Retention Policy. After this period, your Personal Information will be irreversibly destroyed. For more information

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on the Company's Personal Information retention schedule, please refer to our Personal Information Retention Policy which can be requested by calling us at 011 442 2464 or by email on [compliance@27four.com](mailto:compliance@27four.com)

### 5. What are your rights?

- 5.1. You have the right to be notified regarding the correction or deletion of your Personal Information or restriction of Processing. The Company shall communicate any correction or deletion of your Personal information or restriction of Processing.
- 5.2. You can withdraw your consent to the Processing of your Personal Information.
- 5.3. Should you believe that any of your Personal Information held by the Company is incorrect or incomplete, you have the right to request to view this information, rectify it or have it deleted. Please contact the Company's Information Officer on [compliance@27four.com](mailto:compliance@27four.com) should this be required.
- 5.4. In addition, if you wish to complain about how the Company has handled your Personal Information, please contact the Information Officer on [compliance@27four.com](mailto:compliance@27four.com). The Company's Compliance Department will investigate your complaint and contact you within two (2) business days of the complaint being lodged and work with you to resolve the matter.
- 5.5. If your query relating to your Personal Information is not, in your opinion, adequately dealt with, you can contact the Information Regulator on 012 406 4818 or [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za) to file an official complaint.