

**RETIREMENT ANNUITY FUND
CONDITIONS OF MEMBERSHIP**

EFFECTIVE 13 MAY 2025

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Allan Gray Retirement Annuity Fund – Conditions of Membership

This is an overview of the Conditions of Membership of the Allan Gray Retirement Annuity Fund (Registration Number 12/8/37186/R) (the 'Fund'). Please read this document to understand how the Fund works. The complete Fund rules, which takes precedence over this overview, are available from the Fund or the Fund's administrator upon request.

IMPORTANT TERMS

- Allan Gray Investment Services Proprietary Limited, an approved retirement fund administrator and an authorised administrative financial services provider, has been appointed as the Fund's administrator and is referred to in this document as 'Allan Gray'. Allan Gray is authorised to render intermediary services for the following product sub-categories: Long Term Insurance (sub-category C), Pension Fund Benefits (including Retail) and participatory interests in collective investment schemes (including hedge funds).
- Throughout this document the member, the person whose retirement savings are invested in the Fund, is addressed as 'you' or the 'Member'.
- If you were a member of a provident fund or provident preservation fund on 1 March 2021 and have transferred benefits from those funds to the Fund after that date, your benefit at that date, plus growth, is referred to as your 'harmonisation vested benefit'. Any contributions to a retirement fund after 1 March 2021 but before 1 September 2024, plus growth, is referred to as your 'two-pot vested benefit'. The value of these vested benefits will impact how much of your benefit you can take as a lump sum when you retire. Both the vested benefits will form part of your 'Vested Component', as provided for and defined in the Fund Rules.
- From 1 September 2024, each of your individual accounts in the Fund ('Investment Account(s)') will consist of a 'Retirement Component', a 'Savings Component' and a 'Vested Component', as may be applicable, and as provided for and defined in the Fund Rules.

ABOUT THE FUND AND ITS GOVERNANCE STRUCTURES

- Allan Gray Proprietary Limited is the Fund's sponsor. However, the Fund is a separate legal entity governed by the Board of Trustees ('Board'), at least one of whom must be independent (not employed by Allan Gray Proprietary Limited). One of the Board's important roles is to protect the interests of all Members. The Board has governance procedures in place to fulfil its responsibilities.
- The Fund's purpose is to provide you with a benefit at retirement or, in the case of your death, to provide your dependants and/or nominees with a benefit.
- The investment options the Fund makes available to you are investments in collective investment scheme portfolios ('Unit Trusts'), which are regulated by the Collective Investment Schemes Control Act.
- The Fund invests your contributions in the Unit Trusts which you have selected. The investments are owned by the Fund and not by you directly. The investments are held via a nominee company, Allan Gray Nominees (RF) Proprietary Limited.
- Except for membership under the Group Retirement Annuity System, membership in the Fund is voluntary. You may become a Member or stop contributing to the Fund at any time.

HOW YOUR CONTRIBUTIONS ARE ALLOCATED AND INVESTED

- Your membership in the Fund begins once Allan Gray has received and accepted your application and supporting documents and your first contribution has been paid into the Fund's bank account.
- One-third of all your contributions to the Fund will be allocated to the Savings Component of your Investment Account and two-thirds of all your contributions will be allocated to the Retirement Component.
- You must choose one or a combination of the Unit Trusts made available by the Fund as the underlying investments of your Investment Account(s). You can have one or more Investment Accounts.

- The value of your Investment Accounts is directly linked to the market value of the Unit Trusts and is not guaranteed (i.e. may move up and down). Past performance of the Unit Trusts is not necessarily a guide to the future. You carry the investment or market risk of the investments underlying your Investment Accounts. Any movement in the market value of the Unit Trusts will apply proportionately to the Retirement Component, Savings Component and Vested Component.
- The Fund reinvests for your benefit all dividends and interest earned in the Unit Trusts you choose.
- Unless otherwise stated in these Conditions of Membership, all monetary payments to and by the Fund are payable in South Africa, in South African rand.
- Your membership in the Fund will end when the total value, less fees and charges, of all your Investment Accounts are paid out, for example on withdrawal, retirement, death and/or transfer to another retirement fund.

ALLAN GRAY GROUP RETIREMENT ANNUITY SYSTEM

The Allan Gray Group Retirement Annuity System is a group-based administration system that enables employers to make contributions to the Fund on behalf of their employees. If your contributions will be administered via the Allan Gray Group Retirement Annuity System you must still apply individually to become a Member of the Fund. Although your contributions are administered on a group basis, the rights and responsibilities below are still applicable to you as an individual Member of the Fund.

If your contributions are deducted from your salary and paid by your employer on your behalf, your investment is still your responsibility. You may change your contribution levels with your employer. You may also make additional contributions in your own capacity. If you leave your employer, you may not access your benefit, except under certain conditions. Please refer to page 3 'When can you receive a withdrawal benefit before retirement?' for more details. However, you may stop contributing without any penalties or continue to contribute to your investment in the Fund in your own capacity, provided that your contributions meet the investment minimum at the time.

WHAT ARE YOUR RIGHTS AND RESPONSIBILITIES?

It is your responsibility to:

- Submit all instructions in the prescribed format. You must ensure that all information contained in instructions and supporting documents that Allan Gray receives from you is complete and accurate.
- Make informed financial decisions. If you require financial advice it is your responsibility to appoint a financial adviser. You may appoint or change your appointed financial adviser at any stage by submitting a 'Financial adviser appointment / fee change' form. You can also remove a financial adviser that you have appointed.
- Select your Unit Trust(s) and ensure that your selection suits your circumstances. Both at inception and on an ongoing basis, each of your Investment Accounts must comply with the investment exposure limits in Regulation 28 of the Pension Funds Act (the 'Act'), as these limits apply to you and to the Fund. These limits set, amongst other things, the maximum exposure that the Fund and you as a Member may have to various asset classes.
- Monitor your Unit Trust(s) to ensure that your selection continues to align with your circumstances, as these may change from time to time. The Board does not take responsibility for your selection.
- Nominate any natural person(s), trust(s) or legal entity(ies) that you would like the Board to consider when it decides who will receive your benefit from the Fund if you die. It is important to keep your nominations up to date. Please refer to 'What happens on death?' on page 5 for more details.
- Notify the Fund if you want to make a withdrawal from the Savings Component of one or more of your Investment Accounts in the Fund by submitting your instruction through your Allan Gray online account.
- Notify the Fund of your decision to retire from one or more of your Investment Accounts in the Fund by completing and submitting the 'Retirement notification' form.
- Ensure all your information, including contact details, is kept up to date, and notify Allan Gray of changes to your bank or contact details.
- Report errors within 14 calendar days after you receive your investment confirmation or any statement.

You have the right to:

- Transfer your benefit from another registered retirement fund into the Fund and transfer your benefit in the Fund to another approved retirement annuity fund. You may transfer the value of one or more of your Investment Accounts. All transfers are subject to the Fund rules and requirements of the Fund, rules of the transferring or receiving fund and any legislative and/or regulatory requirements. You may request that the transfer be made through a transfer of units in a Unit Trust(s) (i.e. a transfer other than in cash), subject to the requirements and agreement of the Fund, Allan Gray, the transferring or receiving fund and the Unit Trust manager.
- Transfer the full value or a portion of your Savings Component and/or Vested Component to the Retirement Component of the same Investment Account. Such intercomponent transfer may impact how much of your benefit you will be able to take as a lump sum when you retire. Once an intercomponent transfer has been made, it cannot be reversed.
- Access your benefit in the Fund (or a portion thereof) by making a withdrawal before retirement (refer to section 'When can you receive a withdrawal benefit before retirement?'), or on your retirement.
- Request a tax directive simulation, which will give you the estimated tax liability on your potential Vested Component withdrawal or retirement lump sum, by completing and submitting a 'SARS tax directive simulation request' form at any time before you submit a withdrawal or retirement instruction.
- Switch between Unit Trusts. If the market value of a Unit Trust from which you wish to switch is less than the applicable minimum amount, the entire amount must be switched.
- Phase your initial or additional contribution into your selected Unit Trust(s) monthly over 3, 6, 9 or 12 months. If you wish to phase-in, your contribution must first be placed in the Allan Gray Money Market Fund or the Allan Gray Stable Fund. This option is subject to the applicable minimums at the time of the transaction.
- Make the following contributions to the Fund:
 - Initial lump sum
 - Additional lump sums
 - Transfers from other retirement funds which may in certain circumstances include transfers from a retirement fund not registered or administered in South Africa
 - Regular contributions via debit order
- View the Fund rules, investment policy statement, financial returns and actuarial valuation report at the Fund's registered office during office hours. Copies will be emailed to you on request.

WHAT CAN YOU NOT DO?

You may not:

- Cancel contributions already made to the Fund (i.e. ask for a refund).
- Transfer or pledge your benefit in one or more of your Investment Accounts to someone else as payment or security for your obligations to them.
- Use your benefit in one or more of your Investment Accounts to secure a loan.

WHEN CAN YOU RECEIVE A WITHDRAWAL BENEFIT BEFORE RETIREMENT?

Savings withdrawal benefit

In each tax year, you may take one savings withdrawal benefit from the Savings Component of each of your Investment Account(s). A savings withdrawal benefit, in respect of each Investment Account:

- May not exceed the total value of the Savings Component of the Investment Account on the date on which you decide to receive that benefit.
- May not be less than R2 000 or any other amount determined by legislation and/or regulatory authorities from time to time.
- Will be taxed at your marginal income tax rate in accordance with the provisions of the Income Tax Act. In addition, the South African Revenue Service (SARS) may instruct the Fund to deduct outstanding tax owing to them from the benefit before it is paid.

Withdrawal benefit

If you are no longer contributing to the Fund, you may take a withdrawal benefit from your Investment Accounts in the Fund if the market value of the underlying investments of all your Investment Accounts in the Fund is less than R15 000 or any other amount determined by legislation and/or regulatory authorities from time to time.

You may also take a withdrawal benefit from the Retirement Component and Vested Component* of your Investment Account(s) if:

- You have emigrated from South Africa and your emigration application was submitted to the South African Reserve Bank on or before 28 February 2021 and approved on or before 28 February 2022;
- You have not been a South African tax resident for an uninterrupted period of at least three years after 1 March 2021; or
- You leave South Africa at the end of a work visa or visitor's visa, as contemplated in the Income Tax Act.

***Any amount in the Savings Component may either be transferred to the Retirement Component of the same Investment Account before deciding to withdraw or may be taken as a savings withdrawal benefit if the requirements of the Income Tax Act are met.**

If you take a withdrawal benefit, Allan Gray may switch the Unit Trust(s) of your Investment Account(s) into the Allan Gray Money Market Fund and will apply for a tax directive from SARS on your behalf. Tax will be deducted from your benefit in line with the tax directive before the balance is paid to you. The directive may instruct the Fund to deduct any tax owing to SARS from the benefit before it is paid. This is subject to the requirements of Allan Gray and the Unit Trust manager(s). You have the opportunity to request a tax directive simulation before making a withdrawal. However, once Allan Gray has received your withdrawal instruction and applied to SARS for a tax directive on your behalf, this cannot be reversed.

Your withdrawal instruction will take a minimum of 10 business days to finalise, provided all requirements are met. Please note that savings withdrawal benefit instructions may take additional time to process. A business day is any day other than a Saturday, Sunday or South African public holiday.

WHAT HAPPENS WHEN YOU RETIRE?

You may retire from one or more of your Investment Accounts at any date after you reach age 55. You must notify Allan Gray of your retirement by submitting the 'Retirement notification' form.

If you become permanently disabled (due to an injury or illness), you may apply for early retirement (i.e. prior to the age of 55) by submitting the 'Request for approval of early retirement' form, together with the necessary supporting documents. The Board will consider and, if satisfied, approve your application for early retirement based on medical evidence obtained at your cost.

Your retirement benefit is determined by the market value of the underlying investments of your Investment Account(s) from which you are retiring (including the Retirement, Savings and Vested Components), less fees and charges. You may be liable for tax on any lump sum taken, depending on tax legislation applicable at the time and tax directives issued by SARS.

Regulation 39 under the Act compels the Board to establish an 'Annuity Strategy', which must comply with specific requirements. The Annuity Strategy sets out how your retirement savings may be applied so that you can purchase a post-retirement annuity product that may be suitable, appropriate and cost-effective for you considering your circumstances. The Board has approved two annuities as part of its Annuity Strategy, each meeting the requirements set out in Regulation 39. For more information on the Annuity Strategy, please visit the member information page on www.allangray.co.za. The Fund will communicate with you at least three months before you reach age 55, and every five years thereafter until you retire, to assist you in determining whether one of the approved annuities is suitable and appropriate for you. However, selecting one of the Board approved annuities is optional and you may decide to invest in a different annuity with a long-term insurer ('Provider') of your choice.

At retirement, you can:

- Opt-in to one of the Board approved post-retirement annuities under the Annuity Strategy;
- Use the full benefit from one or more of your Investment Accounts to purchase an annuity of your choice from a Provider of your choice;

- Take all or a part of the following amounts as a lump sum and purchase an annuity with the remaining value of the Investment Account(s):
 - the value of the Savings Component
 - the value of the harmonisation vested benefit of the Vested Component; and/or
 - one-third of the two-pot vested benefit of the Vested Component; or
- Take the full value of your Investment Account(s) as a lump sum only if the amount to be used to purchase an annuity across all your Investment Accounts is less than or equal to R165 000 (or any other amount determined by legislation and/or regulatory authorities from time to time). The amount to be used to purchase an annuity is the sum of:
 - 100% of the Retirement Component; and
 - two-thirds of the two-pot vested benefit of the Vested Component.

Allan Gray will switch the units of the Unit Trust(s) underlying your Investment Account(s) you are retiring from into the Allan Gray Money Market Fund, apply for a tax directive from SARS and process the payment to you and/or the Provider of the annuity in line with the tax directive. Alternatively, you may request that these units be transferred to the Provider from whom you are purchasing an annuity. This request is subject to the requirements and agreements of the Fund, Allan Gray and the Provider. The process will take a minimum of 10 business days to finalise, if all requirements are met. You can request a tax directive simulation before choosing to retire. If you then decide to retire, this cannot be reversed once Allan Gray has received your retirement instruction and has applied to SARS for a tax directive.

WHAT HAPPENS ON DEATH?

Allan Gray must be notified of your death in writing. The notification must include your personal details, a copy of the death certificate, and any other supporting documents that may be required or requested by the Fund or by Allan Gray. Allan Gray may also rely on other external sources to confirm your death.

Following notification of your death, the units of the Unit Trust(s) underlying your Investment Account(s) will be switched into the Allan Gray Money Market Fund as soon as reasonably possible after the Fund has received the death notification. The death benefit is the market value of all your Investment Account(s) once all applicable fees and charges have been deducted.

Who receives your death benefit?

Legislation requires the Board to determine:

- Who your Dependants are
- The allocation of the benefit to your Dependants and/or Nominees
- How the benefit is to be paid

'Dependants' are defined in section 1 of the Act, as your spouse(s); children (irrespective of their age and including those legally adopted or born out of wedlock); anyone proven to have been financially dependent on you at the time of your death, as well as anyone legally entitled to maintenance from you; and anyone who would in future have become legally entitled to maintenance from you.

You are encouraged to nominate a person(s), trust or legal entity who you would like the Board to consider when allocating your death benefit (referred to as your '**Nominee(s)**'). You can change this nomination at any time by completing and signing a 'Change in details of nominees for retirement funds' form, or through your Allan Gray Online account. You may also attach an explanation letter to your nomination form if there are any special factors you would like the Board to consider. If you have more than one Investment Account in the Fund, your most recent nomination will apply to all your Investment Accounts in the Fund.

It is therefore very important that you ensure that your nominations are submitted to the Fund and kept up to date. The Board is not obliged to accept any nomination signed by you if it is only received by the Fund after your death.

It is important to understand that the Act requires the Board to use its discretion when making an allocation between Dependants and your Nominees (if they differ) based on their financial needs. As such, your nomination does not guarantee that your Nominee(s) will receive all, or part of, your death benefit.

The Board may in its discretion consider the content of your Will but will not be bound by any specific provision you have in your Will regarding how your death benefit should be dealt with.

The Board will conduct a full investigation in order to decide who will receive your death benefit. The Act grants the Board at least 12 months to complete this investigation.

In determining who will be paid the benefit, according to section 37C (1) of the Act, if you have:

- Only Dependants, or Dependants and Nominees (who are not Dependants), current legislation requires the Board to use its discretion when deciding who will receive the benefit.
- No Dependants, but you have notified the Fund of your Nominee(s) (who are not Dependants), current legislation requires the Board to establish if your estate has enough money to pay your debts. If there is not enough money in your estate to pay your debts, the Board must first allocate to your estate an amount from the benefit to cover these debts. The balance of the benefit (if any) will then be paid to your Nominee(s).
- No Dependants or Nominees, the full benefit will be paid to your estate.

Those who receive a benefit have, subject to the requirements of legislation and/or regulatory authorities, a choice to:

- Purchase an annuity;
- Take a lump sum payment; or
- Take a combination of a lump sum payment and an annuity.

Lump sum payments will be reduced by any tax that may be payable, depending on tax legislation applicable at the time and directives issued by SARS (in the name of the deceased Member).

For more information, please read 'Understanding the death claims process of retirement funds', which you can find by clicking on the 'Other' tab in the Forms and document section of Allan Gray's website.

WHAT CAN THE FUND DO THAT COULD AFFECT YOUR INVESTMENT?

- If for any reason a Unit Trust is no longer available or other circumstances require this, Allan Gray will give you reasonable written notice that you must change your Unit Trust selection. If you do not make another Unit Trust selection, the Fund will switch your investment from the affected Unit Trust to the Allan Gray Money Market Fund.
- If your Investment Account(s) exceeds the investment exposure limits prescribed by Regulation 28, Allan Gray will give you reasonable written notice that you must change your Unit Trust selection to comply with the applicable limits. If you do not make another Unit Trust selection, the Fund will switch portions of your investment that exceed the applicable limits out of your chosen Unit Trust(s) to the Allan Gray Interest Fund. Similarly, if the Fund itself exceeds these limits or exchange control regulations, it will switch portions of your investment out of your chosen Unit Trust(s) to the Allan Gray Money Market Fund in order for the Fund to comply with applicable limits, even if your Investment Account does not exceed those limits.
- If for any reason a particular fee class of a Unit Trust is no longer available for your investment(s) or circumstances require it, the Fund may switch your investment(s) from that fee class(es) to a different fee class(es) of the same Unit Trust. In some instances, the Fund may switch your investment into a fee class that incurs higher investment management fees. You will be notified of any switches between fee classes.
- The Fund may amend the Fund rules, which may impact the information in this document. Allan Gray will notify you if the Fund rules are amended. For an updated version of the Fund rules and/or this document, please contact the Allan Gray Client Service Centre on 0860 000 654, or log on to your Allan Gray Online account.
- The Fund will recover the applicable administration and advice fees and fees directly related to your selected Unit Trust(s) from the underlying investments in your Investment Account.

WHAT ARE THE FUND'S RESPONSIBILITIES?

It is the Fund's responsibility to:

- Provide you with an annual benefit statement.
- Ensure that both the Fund and your Investment Account(s) comply with the investment exposure limits prescribed by Regulation 28, and that the Fund complies with exchange control regulations. The Fund must ensure ongoing compliance with these limits, which will include forced rebalancing of your Investment Account(s) whenever necessary.
- Establish and maintain an Annuity Strategy that complies with Regulation 39 and review such strategy annually.
- Communicate with you at least three months before you reach the age 55 to ensure that you understand the details of the Annuity Strategy.
- Pay your benefit to you or, in the case of your death, to your Dependants and/or Nominees. Unless otherwise stated in these Conditions of Membership, all benefits are payable in South Africa, in South African rand, via electronic funds transfer only to a cheque or savings account.
- Benefits payable to Members, Dependants and/or Nominees with Namibian bank accounts will be paid via Allan Gray Namibia (Pty) Ltd into that individual's bank account in Namibian dollars. Benefit payments of over R5 million will be paid directly to the individual's Namibian bank account via SWIFT.
- Deduct tax on any lump sum(s) taken as per a tax directive issued by SARS and pay any amount due over to SARS.
- Identify and trace your Dependants and Nominees in the event of your death and determine how your death benefit should be allocated and paid, as explained above.
- Provide you with an annual contribution certificate after the tax year end for contributions made during the relevant tax year, unless the contribution is one for which you may not claim a tax deduction for the relevant tax year.

WHAT ARE ALLAN GRAY'S RESPONSIBILITIES AS THE ADMINISTRATOR?

As the appointed administrator of the Fund, it is Allan Gray's responsibility to:

- Administer your benefit in terms of the administration agreement between Allan Gray and the Fund.
- Provide you with quarterly statements.
- Accept, reject, suspend or reverse your instructions where necessary.
- Process your instructions in a timely manner, according to cut-offs and processing times.
- Allocate bank interest earned on contributions deposited if it takes longer than 24 hours to start processing the contribution.
- Ensure that administrative errors are corrected as soon as reasonably possible after becoming aware of them.
- Communicate with you. If you have appointed a financial adviser, you may choose for your financial adviser to receive certain communications on your behalf.
- Confirm any changes to your Member details via email and through your Allan Gray Online account.
- Maintain professional indemnity and fidelity insurance cover.

Processing of personal information

The Fund and Allan Gray require your personal information, as defined in the Protection of Personal Information Act of 2013 ('POPIA') and any other relevant data protection legislation, to give effect to your rights and obligations as a Member of the Fund. On becoming a Member of the Fund, you consent to the Fund and Allan Gray:

- Processing your personal information for the above purposes and any related purposes.
- Collecting your personal information from you directly, or, where applicable, from your employer, financial adviser, appointed agent, or any regulator, government department or other third party that may hold such information.
- Monitoring and/or recording telephone calls and electronic transactions with you (including the collection of your voice biometric data) in order to accurately carry out your instructions or those of your financial adviser; to assist in improving our services; and in the interest of security and crime prevention.
- Processing your personal information as may be required for ongoing servicing and the improvement of your experience as a Member of the Fund.

- Using your personal information to assess and improve our business or the business of, and services provided by, the Allan Gray Group of companies ('the Group'), as well as for operational, marketing, audit, legal and record-keeping purposes.
- Transmitting your personal information to third-party service providers for the purposes described above, and for the purposes of storing and maintaining your personal information.
- Transmitting your personal information to third-party service providers on your instruction or the instruction of your appointed financial adviser. Where information is transmitted to local or offshore service providers, the Fund and Allan Gray confirm that adequate measures are in place to ensure the protection of that information.

The Fund and Allan Gray confirm that they will always comply with relevant data protection legislation. Please refer to the **Retirement Funds Privacy Statement** for more information on your rights and obligations in relation to your personal information.

WHAT ARE THE FUND AND ALLAN GRAY NOT RESPONSIBLE FOR?

- Neither Allan Gray nor the Fund nor the Board may give financial advice.
- Allan Gray is not responsible for any delays in processing instructions due to circumstances beyond its control.

Neither Allan Gray nor the Fund nor the Board are responsible for any losses suffered due to:

- Errors made by the Unit Trust manager;
- Any risks relating to the underlying investments of your Investment Account(s);
- Changes in tax or other legislation;
- Appointed financial advisers acting beyond the scope of their Financial Sector Conduct Authority licence;
- Unauthorised instructions given to the Fund or Allan Gray by your financial adviser;
- The failure of any third-party networks or electronic or mechanical devices;
- Allan Gray or the Fund providing your appointed financial adviser with details about your investment either via telephone, email, fax or a secure website;
- Allan Gray or the Fund acting on incorrect information where you have failed to notify them of any changes to such information; or
- The delayed sale of units in a Unit Trust/s due to **Ring-Fencing** or delayed payments due to liquidity constraints by a Unit Trust manager.

Ring-Fencing is the separation and delayed sale of units in a Unit Trust. A large sale of units above a certain threshold in a Unit Trust may cause ring-fencing. This ensures that the sale of a large number of units will not force the Unit Trust manager to sell the underlying investments at a price in the market which could have a negative impact on investors. The Fund may delay the payment or reinvestment of the proceeds of the sale of units.

WHAT ARE THE PROCESSING TIMELINES FOR TRANSACTIONS?

The cut-off time for processing instructions, via a form or online account, is 14:00 on a business day. Pricing takes place at the close of each business day which means that the price is only available the following business day.

Buying, selling and switching units in Unit Trusts administered by the same Unit Trust manager

- **If the instruction is received before the cut-off time and all requirements are met, the instruction will be processed on that business day and will receive the price of the following business day.**
- **If the instruction is received after the relevant cut-off time and all the requirements are met, the instruction will be processed on the next business day and will receive the price of the business day after that.**
- **For a switch instruction into the Allan Gray Money Market Fund from any other Allan Gray unit trust, an extra business day will be required to complete the transaction and the investment into the Allan Gray Money Market Fund will receive the price of the second business day after the instruction started processing.**

Switching Unit Trusts administered by different Unit Trust managers

TIMELINE FOR INSTRUCTIONS RECEIVED BEFORE 14:00 ON A BUSINESS DAY

Day 1	Day 2	Day 4	Day 5
Receive and process instruction	Allan Gray sells units at the price at the close of the day	Allan Gray receives money from the Unit Trust manager and pays it to the new Unit Trust manager to buy units	Shows on Member statement

Recurring monthly contributions via debit order

You may choose to contribute via debit order on the 1st or 15th of each month. Allan Gray will collect the contribution on your selected date and then invest it at the unit price of the following business day. Allan Gray needs to receive the instruction by 14:00 three business days before the selected date. Any instructions received after the cut-off date will be processed the following month. By agreeing to these Conditions of Membership you acknowledge the following:

- Your instruction to Allan Gray to collect money from your bank account will continue until you cancel it. Allan Gray must receive the cancellation instruction by 14:00 three business days before your debit order date.
- The details of each debit order will be printed on your bank statement. They will contain "Allan Gray" and a client number or a reference that will be supplied to help you identify the debit order instruction.
- All debit orders processed by Allan Gray will be treated by your bank as if you personally issued the instructions.
- When cancelling your debit order instruction, you will not be entitled to any refund of amounts legally owed to Allan Gray which were withdrawn while the instruction was in force.
- You may not assign your debit order instruction to a third party.
- For collection from a Namibian bank account Allan Gray will collect money from your bank account in accordance with your signed 'Namibian collection mandate' form or declaration.
- Allan Gray cannot process electronic collections from bank accounts outside of South Africa or Namibia.

Phase-ins

You can choose to phase your contribution into your selected Unit Trusts. Phase-ins are scheduled on the 5th of every month. If the 5th is not a business day it will take place on the business day thereafter. Allan Gray needs to receive the instruction by 14:00 five business days before the scheduled phase-in day. Any instructions received after the cut-off date will be processed the following month.

Note:

- Transactions requiring a sale of units normally take a maximum of 7 business days to process.
- It will take an extra business day to complete the transaction if you ask Allan Gray to collect money from your bank account as Allan Gray can only perform the collection after the instruction has been processed.
- For certain Unit Trusts, there will be an additional business day for the units to show on your statement. This is noted on the Allan Gray investment platform list when and where this applies.
- Units purchased with a direct debit or a recurring debit order cannot be sold within 32 calendar days of the investment date.
- If you reverse any electronic collection instruction with your bank after units have been purchased on your behalf, the cancelled instruction will not constitute a valid contribution, and you may be held liable for any losses suffered by Allan Gray and/or the Fund.
- If you make a withdrawal, the sale of units will show on your statement within 4 business days but it may take longer for the payment to show in your bank account.
- If Allan Gray receives an instruction while another instruction is in progress, the second instruction may be delayed until the first is one complete.
- Due to the nature of savings withdrawal benefits, the processing timelines for payment of these withdrawals may be delayed.

WHAT FEES AND CHARGES APPLY?

If a fee or charge is levied against the Fund, the Fund will pass the fee or charge on to you by deducting the same amount from the underlying investments of your Investment Account. Your choice of Unit Trusts and their associated class will determine certain aspects of the fee structure.

Administration fee

Allan Gray calculates the annual administration fee percentages applicable to the Fund for your Investment Account monthly, using the average market value for the month across all local platform, offshore platform and offshore endowment investments (referred to as 'your average total investment value') linked to the investor number assigned to you by Allan Gray.

Allan Gray calculates the annual administration fee percentages excluding value-added tax (VAT) by applying the following fee tiers to your average total investment value:

- A maximum of 0.5% on the first R1m
- 0.2% on the next R2m (i.e. to R3m)
- 0.1% on the next R7m (i.e. to R10m)
- 0.075% on the balance (i.e. above R10m)

For any investments in Allan Gray Unit Trusts, the annual administration fee percentage (excluding VAT) for that portion of your Investment Account will be a flat 0.2%.

If your average total investment value is less than R50 000, the annual administration fee percentages above will be replaced by a flat annual administration fee percentage of 1% (excluding VAT) for your Investment Account. This is not applicable if on 28 February 2023 you had any Investment Accounts with Allan Gray that had a positive investment balance, an active debit order or a scheduled regular contribution.

Allan Gray calculates the annual administration fee to be charged to the Fund for your Investment Account each month by converting the annual administration fee percentages to monthly figures and applying them to the average market value of your Investment Account for the month.

The annual administration fee charged to the Fund for your Investment Account is decreased by any amount passed on from the Unit Trust managers of your chosen Unit Trusts. The net amount will be paid to Allan Gray monthly in arrears by selling units from the Unit Trusts underlying your Investment Account. If the amount passed on from the Unit Trust managers exceeds the annual administration fee, an amount equal to the excess will be used to buy additional units in the relevant Unit Trusts and your Investment Account will be credited monthly in arrears.

Investment management fee

If the Unit Trust manager charges the Fund an initial fee to invest in the Unit Trust, this fee will be deducted from the amount available for investment and paid to the Unit Trust manager before investment.

The Unit Trust manager charges annual investment management fees. These fees vary per Unit Trust and may be fixed or performance-related. These fees and other allowable expenses are deducted within the Unit Trust, and are therefore accounted for in the Unit Trust's published performance figures. Please refer to the relevant Unit Trust minimum disclosure documents and the Allan Gray investment platform list for more detail.

Financial advice fee

If you choose to appoint your own financial adviser, you and your adviser may agree on initial and annual financial advice fees. The Fund will deduct an amount equal to the initial financial advice fee from each contribution before it is invested and pay this to your financial adviser. Annual financial advice fees are deducted by selling units from the Unit Trusts underlying your Investment Account or are included in the published unit price of the Unit Trust and paid to your financial adviser by the Unit Trust manager directly, depending on the class of your chosen Unit Trust.

You may choose to have your annual administration and annual adviser fees deducted from the Allan Gray Money Market Fund. This will be known as your preferred fee Unit Trust. If the preferred fee Unit Trust does not have sufficient funds to pay the fees, or if you do not specify a preferred fee Unit Trust, Allan Gray will deduct fees from the Unit Trust(s) where the fees have accrued. If there is an insufficient balance in that Unit Trust Allan Gray will deduct fees proportionately from the remaining Unit Trusts.

Value-added tax (VAT)

Where VAT is levied on fees charged to the Fund, an amount to compensate for VAT will be added to the fees or charges recovered from your Investment Account. VAT may also be added to fees and charges which are not charged to the Fund directly.

Other charges

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

- The tax basis or rate (including the introduction of a new tax)
- Legislation, or practice or interpretation by any court, legislative or regulatory authority

Changes in fees or charges

Allan Gray will give you three months' written notice when new fees are charged, or when changes are made to the calculation basis for administration fees, or when investment management fees or Unit Trust switching fees are increased. Allan Gray may give less than three months' written notice if, in its opinion, the circumstances of the change (for example a change in legislation) justify it. Neither Allan Gray nor the Fund has to notify you when your financial adviser fees are changed, you and your adviser must agree upon these fees.

Reporting of fees

Your statement will indicate the applicable fees for the investment for the period. For more information about the fees and charges please contact your financial adviser or the Allan Gray Client Service Centre.

CONFLICT OF INTEREST

If you wish to access the Allan Gray Conflict of Interest Management Policy, please contact our Client Service Centre or visit www.allangray.co.za for the latest version.

CONTACT DETAILS

The registered office of the Fund and Allan Gray is:

Physical address:	Postal address:	Client Service Centre:
1 Silo Square	PO Box 51605	Tel: 0860 000 654 or +27 (0)21 415 2301
V&A Waterfront	V&A Waterfront	Email: info@allangray.co.za
Cape Town	Cape Town	Website: www.allangray.co.za
8001	8002	Office hours: Monday to Friday 7:30 – 17:30

ALLAN GRAY INVESTMENT SERVICES PROPRIETARY LIMITED'S VAT NUMBER

4080218318

COMPLAINTS

If you are not satisfied with any aspect of your membership in the Fund, you can write to the Fund's principal officer at the address noted above. The Fund must respond in writing within 30 calendar days of receiving your complaint.

If you are not satisfied with the response or if no response is received within 30 calendar days after receipt of your complaint, you can contact the Pension Funds Adjudicator at:

Postal address:

The Pension Funds Adjudicator	Tel:	012 346 1738
P O Box 580	Fax:	086 693 7472
Menlyn	Email:	enquiries@pfa.org.za
0063	Website:	www.pfa.org.za

If you have a complaint about Allan Gray or the advice given by a financial adviser relating to your investments in the Fund, you can write to the Ombud for Financial Services Providers at:

Postal address:

The Ombud for Financial Services Providers	Toll-free:	0860 324 766
P O Box 41	Email:	info@faisombud.co.za
Menlyn Park		
0063		

The Pension Funds Adjudicator and the Ombud have the legal power to investigate and make a ruling on a complaint in a fair, economical and prompt manner.

1 Silo Square
V&A Waterfront
Cape Town
8001
South Africa

P O Box 51605
V&A Waterfront
Cape Town
8002
South Africa

Client Service Centre

T 0860 000 654 or +27 (0)21 415 2301

E info@allangray.co.za

www.allangray.co.za