



10X UNIT TRUST TERMS AND CONDITIONS

GENERAL INFORMATION

- 1) 10X Index Fund Managers (RF) (Pty) Ltd ("10X") is an approved Manager in terms of the Collective Investment Schemes Control Act, No. 45 of 2002 ("The Act"). 10X is responsible for the administration of the 10X Index Fund Scheme.
- 2) A portfolio in a Collective Investment Scheme in Securities ("Portfolio(s)") is an investment vehicle which enables investors to pool their money and gain access to a range of underlying assets that are professionally managed.
- 3) The investments in selected Portfolios are made and administered subject to the provisions of The Act and in accordance with the relevant supplemental deed's investment objective.
- 4) The Investment mandate of a Portfolio determines the selected assets as it is a document describing the main characteristics, objectives and investment limits of a CIS Portfolio.
- 5) Portfolios are divided into equal parts, each called a participatory interest in a collective investment scheme or a "Unit(s)". Each unit represents a direct proportionate interest in every underlying asset of the Portfolios.
- 6) Firstrand Bank Limited have been appointed as the independent trustee and custodian of the 10X Index Fund Scheme to protect and secure the interest of investors by supervising, controlling, and holding in safe custody. the assets in the Portfolios in terms of the Act and the relevant supplemental deed.
- 7) Unit prices are calculated on a Net Asset Value ("NAV") basis which is the total assets in the portfolio including any accrued income less and permissible deductions divided by the total number of units outstanding. The number of Units in issue multiplied by the prevailing unit price will equal the total value of the portfolio.
- 8) The unitholder is the person or legal entity (including a trust) who has invested in 10X Portfolios and in whose name the investment is held, referred to as "you"
- 9) A "Business Day" is any day other than a Saturday, Sunday or South African public holiday. In this document, business day and day have the same meaning. We only operate on business days.



- 10) Some Portfolios earn income from underlying investments. If this income exceeds any applicable expenses in the fund, an income distribution will be declared. It is your responsibility to indicate whether you would like this income distribution to be paid out into your bank account or reinvested, net of applicable taxes.
- 11) Based on exchange control regulation certain Portfolios are subject to availability
- 12) You need to select one or more Portfolios that meet your investment risk and return objectives subject to your circumstances. It is also your responsibility to review and monitor your investments to ensure they remain appropriate. 10X does not take responsibility for your investment choice.
- 13) You carry the investment risk, which includes the possibility of losing capital. The value of units may go down as well as up and past performance is not necessarily a guide to future returns. Portfolios are generally medium to long term investments. 10X does not guarantee performance.
- 14) 10X does not provide financial advice. If you would like financial advice, it is up to you to source the services of an accredited and appropriately qualified advisor and to negotiate the fee with that advisor. You may appoint, remove or change your financial advisor at any stage by submitting this instruction to 10X. 10X will inform your advisor of the change. If you appoint a new advisor, this will take effect subject to the onboarding process of that advisor and 10X's due process.
- 15) 10X is an accountable institution in terms of the anti-money laundering legislation and must therefore comply with the Financial Intelligence Centre Act No. 38 of 2001 (FICA) requirements. We will take reasonable steps to verify your identity (and the person/s acting on your behalf), your normal or temporary address, source of wealth and funds before a transaction is entered into or a business relationship is concluded with you. This is referred to as "Know Your Customer" (KYC).
- 16) Due to the nature of the product, there are no cooling off periods applicable. You may not cancel your investment; however you may sell your investment at the prevailing unit price and instruct 10X to close your account.
- 17) 10X may amend these Terms and Conditions from time to time. The latest version will be available on the website www.10x.co.za. All investors will be bound by these Terms and Conditions as amended from time to time.



DOCUMENTS FORMING PART OF THIS AGREEMENT

The parties to this agreement are you and 10X. The terms of your investment are based on the application form, supporting documents that you provide and this document. All other instructions provided you provide to 10X, duly received, also form part of this agreement.

The relevant instructions provided to 10X are subject to:

- Being in the stipulated format as required by 10X
- Applicable legislation at the time of the instruction
- Availability of the selected Portfolios
- The processing requirements of 10X (including but not limited to cut-off times and processing periods)

You must ensure that all communication, instructions and supporting documentation submitted to 10X contain true and accurate information.

10X reserves the right to suspend, cancel or delay your instruction subject to a breach of any of the above.

ADMINISTRATIVE PROCESS

Instructions

10X is responsible for processing your instructions. 10X will process your instruction once all supporting documentation is received and requirements are met.

In the event that an application form, or any other written instruction is emailed to 10X, the responsibility for ensuring that the instruction has been received and actioned by 10X will lie with the instructor.

If 10X receives an instruction whilst an instruction is still in progress, 10X may delay the second instruction until such time that the first instruction has been processed. 10X may accept, suspend or delay your application or subsequent instructions if 10X decides that the circumstances warrant this action. 10X may also reverse transactions if the circumstances warrant such a reversal.



Cut-off times

The business cut-off for receiving instructions is 14h00, except for the 10X Money Market Fund which has a cut-off of 10h00. Completed instructions received before the relevant cut-off will receive the unit price of that day, whilst instructions received after cut-off will receive the unit price of the next day.

Purchase

You may buy units by way of an initial lumpsum investment, an additional lumpsum investment or a monthly recurring investment via debit order. All transactions are subject to the minimums stated at the time of the transaction and should be made in South African Rands (ZAR) via electronic transfer.

Instructions for an initial lumpsum investment or an additional lumpsum investment will only be processed once the supporting documents and proof of payment have been received, or once the supporting documents have been received and the funds reflect in the relevant bank account.

Bank interest earned by 10X in its bank account on deposits made by you will be allocated at the discretion of 10X.

Debit order

Debit orders are collected on the 1st or the 25th of each month. New debit order instructions must be received by the 15th calendar day of the month to be affected on the 25th or the 20th calendar day of the month to be affected by the 1st working day of the following month. 10X may accept, suspend or delay your application or subsequent instructions if 10X decides that the circumstances warrant this action. 10X may also reverse transactions if the circumstances warrant such a reversal. 10X, at its discretion, shall pay or collect any amount (provided you owe any amounts to 10X) through the Automated Clearing Bureau, by means of Electronic Funds Transfer ("EFT") or through direct debit or credit notes addressed to your bankers. Any amounts paid to 10X using these methods will be viewed as "received" on the date that the debit order or EFT payment has been credited to our account by our bankers.

Phase In

You may phase in an investment, subject to minimums applicable at the time over 3, 6 and 12 months. To phase in your investment, your investment must initially be placed in the 10X Money Market Fund. Phased in investments are raised on the 15th of each month and if not a business day, the phase in will be raised on the following business day. Completed phase in instructions will need to be received by 10X by 14h00 at least 10 business days prior to the scheduled phase in day, if not, the instruction will only be processed the following month.



Switches

You may switch between portfolios. Depending on the confirmed unit price for the investment portfolio, the switch amount may be greater or smaller than was originally requested. You will switch into the equivalent share class of the previously owned fund, unless otherwise instructed. For a switch instruction into the 10X Money Market Fund from any other 10X Portfolio, an extra day will be required to complete the transaction and investment into the 10X Money Market Fund and will receive the unit price of the day after the instruction started processing. A switch between Portfolios other than between classes of the same Portfolio, will generate a capital gain or loss for Capital Gains Tax (CGT) purposes - except in the instance of a Tax Free Savings Account.

Redemptions

You may withdraw all or some of your investment by submitting a completed redemption instruction. Withdrawals will only be paid to bank accounts reflecting the name of the unitholder. No third-party account payments will be processed (This is particularly important to note if you are opening this investment on behalf of a minor, as redemption proceeds will only be made into a bank account in the name of the minor). No withdrawals will be processed if there are outstanding investments or debit orders yet to be processed. Debit orders can only be disinvested after 45 days. Partial or full redemptions will be subject to capital gains tax, except in the instance of a Tax Free Savings Account. If additional documentation relating to your personal details is required to process the withdrawal, this will only occur once all documentation has been received by 10X. Withdrawals will be paid within two working days of your written instruction being processed. It may take longer for a redemption to reflect in your bank account, although it may already appear on your investor statement.

Regular withdrawals

You may schedule regular withdrawals to be paid to a bank account in the name of the unitholder. These withdrawals are paid on the 24th of the month and can be scheduled monthly, quarterly, bi-annually or annually. Regular withdrawals are subject to a minimum of R500 per portfolio.

Transfer of ownership

With the exception of a Tax Free Savings Account, you may transfer ownership of all or some of your investment to an individual or legal entity. It is your responsibility to understand the tax implications of this decision as well as submit the relevant transfer instruction completed by the transferor (you) and the transferee.



Cession

You may cede some or all of your investment as security. It is your responsibility to manage the cession.

Death

In the event of your death, 10X will need to be notified. Notice should be given in writing including personal details, your identity number, letter of executorship, a copy of the death certificate and your investor number. Following this notification, 10X will only act on instructions from the executor of your estate.

Tax

SARS requires 10X to pay over withholdings tax on your behalf where applicable. The dividend withholding tax for South African residents/entities is calculated at the prevailing rate at the time of declaration. You may qualify for an exemption. If this is the case, please complete the relevant exemption form. Any other processes relating to tax will be conducted in accordance with the prevailing legislation at the time and the information you have provided to 10X. Applicable taxes depend on various factors including your tax residency. 10X is not a tax practitioner and does not provide tax advice.

COMMUNICATION

10X will communicate with you to provide important information relating to your investment. Communication will be conducted via email. You indemnify 10X for the security of information sent to you via email at your request, for the proper and complete transmission of such communication as well as any delay in its receipt. 10X will communicate the following to you:

- Confirmation of your investment application;
- Confirmation of changes made to your investment;
- Quarterly investment statements;
- Annual tax certificates (IT3(b) / IT3 (c) /IT3 (s)); and
- Notices on events that impact your investment.

Where you have appointed a financial advisor and given 10X permission, 10X will provide the advisor with online access to such statements and tax certificates furnished to you. You may request this information from 10X or from your advisor in this case.

Online access

Once the application form has been processed and you have received your investor number, you may register to view and manage your investments online via our secure website portal, My10X (<https://my.10x.co.za>)



FEES

There are different types of fees that are deducted from your investment and in turn reduce the underlying value of your investment.

The fees and charges that 10X deducts from your account are subject to change and 10X will notify you when there is a change in the calculation methodology, or any additional or increased fee proposed.

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

The types of fees that could be deducted are as follow:

Annual fees

Permissible deductions from the Portfolio include:

- The annual management fee:
 - Calculated daily based on the market value of the portfolio. These fees vary per share class and Portfolio. 10X does not charge performance fees
- Custody and trustee fees
- Audit fees
- Bank charges
- Securities transfer tax
- Brokerage charges
- VAT

Financial advisor fees

If you appoint a financial advisor, the fee charged must be negotiated between you and your advisor. If you and your adviser agree to an annual financial adviser fee (as indicated in the application form or any other written communication acceptable to 10X), 10X will deduct the fees by selling units from your Portfolio and pay the amounts to the advisor monthly. The annual advice fee is not permitted to be greater than 1% excluding VAT. 10X does not facilitate initial advice fees.

Reporting of fees

Your investment statement will indicate applicable fees for the period. Additional information about the fees and charges may be obtained from 10X.



LOSSES

10X is not responsible for losses due to:

- 1) The investment or market risk of an investment;
- 2) Changes in taxation or other legislation;
- 3) Delays in processing due to financial advisors, either not being licensed or not having an agreement in place with 10X;
- 4) Financial advisors acting beyond the scope of their FSCA license;
- 5) Financial Advisor not complying with the Financial Intelligence Centre Act (FICA).
- 6) Unauthorized instructions provided to 10X IFM by an advisor on your behalf;
- 7) Failure of any network, electronic or mechanical devices;
- 8) Any information provided to your advisor via any method of communication;
- 9) 10X IFM acting on information sent electronically;
- 10) 10X IFM acting on incorrect information where you have failed to notify 10X IFM of any changes to the information;
- 11) The delayed sale of units due to ring-fencing. Ring-fencing' is the separation and delayed sale of units in a CIS Portfolio. It is caused by the large sale of units above a certain threshold in a CIS Portfolio. Ring-fencing makes sure that the sale of a large number of units will not force the Manager to sell the underlying assets at a price which could negatively affect investors in the CIS Portfolio. We may delay the payment or reinvestment of the proceeds of the sale of units.
- 12) Delayed processing due to circumstances that cause disruptions in the processing of instructions; and
- 13) Any cause that is not within 10X's control.
- 14) We will not be liable to make good or compensate you or any third party for any damages, losses, claims or expenses resulting from undelivered communication

PROCESSING OF PERSONAL INFORMATION

1. What Personal Information does 10X require?

1.1. 10X's Personal Information Protection Policy governs the Processing of your Personal Information. You may view the Personal Information Protection Policy by contacting the Information Officer at compliance@10x.co.za or on 021 412 1010.

1.2. "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.”

1.3. “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;”

1.4. 10X is a Responsible Party in respect of the Personal Information you (Data Subject) provide to 10X. 10X processes the following types of Personal Information from you:

- 1.4.1. Identification document;
- 1.4.2. Proof of residential/business operating address;
- 1.4.3. South African Income Tax registration number;
- 1.4.4. South African VAT registration number (if applicable per individual/legal entity);
- 1.4.5. Contact numbers;
- 1.4.6. E-mail addresses;



1.4.7. Banking details.

2. Why does 10X require your Personal Information?

2.1. This Personal Information is required in terms of the Financial Intelligence Centre Act, 38 of 2001 and 10X's Risk Management and Compliance Programme; the Financial Services and Intermediary Services Act, 37 of 2002 and the General Code of Conduct for Financial Services Providers; the Pensions Fund Act, 24 of 1956; the Income Tax Act, 58 of 1962; and the Insurance Act, 18 of 2017 and the Long-term Insurance Act, 52 of 1998. The Personal Information forms part of 10X's requirements when obtaining a discretionary mandate from you or opening an account to facilitate the relevant business activities.

2.2. 10X 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 and Stored at Suite 105, Sovereign Quay, 34 Somerset Road, Greenpoint, or, where applicable, such designated location, necessary for the purpose for which your Personal Information is being processed .

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

3.3. Your Personal Information will not be shared with third-party providers without your consent, unless it is necessary for further processing compatible with the purpose for which it was collected.

4. How long does 10X keep your Personal Information?

4.1. Under South African law, 10X will not retain Personal Information any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed. After this period, your Personal Information will be irreversibly destroyed. For more information, please refer to our Personal Information Retention Policy which can be accessed by contacting the Information Officer at compliance@10x.co.za.

5. What are your rights?

5.1. Should you believe that any of your Personal Information held by 10X is incorrect or



incomplete, you have the right to request to view this information, rectify it or have it deleted. Please contact 10X's Information Officer on compliance@10x.co.za should this be required.

5.2. In addition, if you wish to complain about how 10X has handled your Personal Information, please contact the Information Officer on compliance@10x.co.za. 10X's Compliance Department will investigate your complaint and contact you within five (5) business days of the complaint being lodged and work with you to resolve the matter.

CONTACT DETAILS

10X Index Fund Managers (RF) Pty Ltd

Head Office

Suite 105

Foyer A

Sovereign Quay

34 Somerset Road

Green Point

8005

Tel: 021 412 1010

Email: info@10x.co.za

Website: www.10X.co.za

COMPLAINTS

Please do not hesitate to contact us if you are not satisfied with this investment or the services from 10X. A complaint can be written to the Compliance Officer at complaints@10x.co.za.

For guidelines on how we address complaints, please go to <https://www.10x.co.za/assets/downloads/Complaints-Policy-and-Procedure.pdf>. If you are not satisfied with the response from 10X, or if you have a complaint about

Advise given by a financial advisor in respect of this investment, you can complain to:

The Ombud for Financial Service Providers.

Postal address:

The Ombud for Financial Services Providers



INVESTMENTS

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

The Management Company (10X), you can complain to:

Collective Investment Schemes Financial Services Board
Postal address: PO Bx 35655, Menlo Park, Pretoria,0081
E-mail: CIS.complaints@fscs.co.za

Protection of Personal Information, you can complain to:

The Information Regulator
Postal address: PO Box 31533, Braamfontein, Johannesburg,2017
E-mail: infoereg@justice.gov.za