# OFFSHORE FUNDS

**GENERAL INFORMATION AND CONDITIONS** 



#### A: GENERAL INFORMATION

- 1. Coronation has appointed Intembeko Investment Administrators (Pty) Ltd ("the Administrator") who is an authorised administrative financial services provider, to administer the investment account on behalf of the investor. Coronation is a full member of the Association for Savings and Investment SA (ASISA). The current investment options available to investors are those set out in the "Fee Schedule" and made available by Coronation in their discretion as the investment options to investors.
- 2. Details of fees and charges are included in the "Fee Schedule", which can be found on our website at www.coronation.com. Commissions and incentives may be paid and if so, would be included in the overall costs.
- 3. This application has to comply with the anti-money laundering requirements as prescribed by the Irish Minister of Justice from time to time, and any information provided is subject to this legislation.
- 4. Coronation will send a welcome letter to the investor after all legal requirements have been met and the investment has been processed which will include a confirmation of investment details.
- 5. The investments in the selected Collective Investment Schemes in Securities (unit trusts) are made and administered subject to the provisions of Section 65 of the Collective Investment Schemes Control Act, No. 45 of 2002 (CISCA), and conditions promulgated there under from time to time, in accordance with the trust deed and supplementals of such funds and subject to each scheme's fee structure as amended from time to time.
- 6. Collective Investment Schemes in Securities (unit trusts) are generally medium to long-term investments. The value of participatory interests (units) may go down as well as up and past performance is not necessarily a guide to the future. Unit trust prices are calculated on a Net Asset Value (NAV) basis, which is the total value of all assets in a portfolio including any income accruals and less any permissible deductions from the portfolio. Unit trusts are traded at ruling prices and can engage in borrowing and scrip lending. All of the unit trusts may be capped at any time in order for them to be managed in accordance with their mandates.
- 7. Permissible deductions (referred to in point 6) from the total investment portfolio include bank charges, trustee/custodian fees, audit fees, manager's annual fee, regional council levies and UST brokerage.
- 8. Unit prices will fluctuate relative to the market value of the underlying securities comprising the funds' portfolios, and can increase or decrease accordingly. The investor acknowledges the inherent risk associated with the selected investments. The investor furthermore agrees that Coronation will not be liable for the consequences of the market influences and consequent changes in unit prices. The investor bears the total investment risk.
- 9. Coronation reserves the right to charge switching fees applicable to specific investor accounts. Affected investors will be advised in writing in the event of the introduction of switching fees.
- 10. Forward pricing is used, the funds are valued and priced at the closing prices of each business day.
- 11. Coronation does not give advice. The investor confirms that no advice was given by Coronation in respect of this application. The investor understands that Coronation will not give advice in the future.
- 12. Coronation will not be responsible for any loss, (consequential or otherwise), arising from changes in tax or other legislation that may have an impact on the performance of the investments.
- 13. The Manager reserves the right to impose an "anti-dilution levy" representing a provision for market, duties and charges and other dealing costs relating to the acquisition of assets in the event of receipt of net subscriptions or net redemptions exceeding 5% of the Net Asset Value of a Fund. If an anti-dilution levy is charged, it will be retained within the assets of the relevant Fund.
- 14. Unit trusts operate under different tax rules. They are not taxed on gains derived from selling securities, but they do not enjoy automatic tax exemption. A transfer of units to another legal entity or natural person will result in payment of Capital Gains Tax.

#### Important Notice

Coronation Global Fund Managers (Ireland) Limited (the "Manager") is authorised by the Central Bank of Ireland (the "Central Bank") under the European Communities (UCITS) Regulations 2011. The Coronation Global Opportunities Fund (the "Fund") is an open-ended umbrella unit trust established in Ireland and authorised by the Central Bank as a UCITS pursuant to the UCITS regulations. The Fund may be subject to management, administration and incentive or performance fees both directly and indirectly through fees charged to the funds in which it invests. Past performance is not necessarily a guide to future performance. The value of, and any income from, investments in the Fund may fall as well as rise, and may be affected by exchange rate fluctuations. Investors may not receive back the full amount invested. Investments in the Fund may not be readily realisable.



- 15. In terms of the Intergovernmental Agreement ("the IGA") entered into between the Governments of South Africa and the United States of America to improve international tax compliance and to implement the Foreign Account Tax Compliance Act ("FATCA"), and equivalent IGAs between the Government of South Africa and any other countries, Coronation Fund Managers and all its group companies are required to collect relevant information from each client to ensure their identification and classification is correct according to the IGA, and report on these clients to the South African Revenue Services ("SARS") where necessary. Clients must notify Coronation immediately if their tax residency or FATCA classification has changed, or if changes in circumstances lead clients to believe this may impact their status or classification.
- 16. Coronation may borrow up to 10% of the market value of the portfolio where insufficient liquidity exists in a portfolio, or where assets cannot be released to repurchase, or cancel participatory interests.
- 17. The investor is entitled to any information that the law requires a Collective Investment Scheme or listed company to disclose. Coronation is obliged to obtain and transmit such information if the investor requests it.
- 18. Coronation will not give effect to cessions unless instructed in writing.
- 19. A transaction advice will be sent to you once your investment has been processed. Statements will be sent to you on a regular basis, not exceeding three months. Our quarterly newsletter, Corospondent, will be mailed to you on a quarterly basis.
- 20. By registering as a user of our client online services (www.coronation.com), you will be able to access information about your investments as well as transact on your account.
- 21. You acknowledge and accept that information transmitted electronically which includes, amongst others, via the internet and e-mail, is susceptible to unlawful access or monitoring by fraudsters. You shall bear all risk of transmitting such information in this manner and under no circumstances will Coronation be liable for any loss, harm or damage suffered by you and/or any other party as a result. As part of accepting all risk associated with the use of electronic transmission, you understand that you indemnify Coronation against claims by any party in relation to this usage. In addition, you acknowledge and accept that (i) Coronation shall not be held liable in the event that your e-mail account or other means of communication is hacked or infiltrated by a fraudster, who then proceeds to impersonate you and instructs Coronation to transact; and (ii) it is your responsibility to ensure that the means of communication you choose in your engagements with Coronation remain secure, for example, by periodically changing email passwords or log in credentials. Coronation, without being obliged to do so, reserves the right to request independent verification of any information transmitted to it electronically, including via the website, e-mail and/or other electronic means, and to delay the processing of client instructions if deemed necessary to mitigate the risk of fraud, and Coronation will not be liable for any loss incurred as a consequence of such a delay nor if any such verification is unsuccessful in detecting any fraud.
- 22. Coronation may amend this General Information and Conditions document and all investors will be bound by these General Information and Conditions as amended from time to time. The latest version will be available on the website www.coronation.com.

#### **B: ADMINISTRATIVE PROCESS**

- 1. It is at Coronation's sole discretion whether to accept or reject the investor's application form. In the event that the investor deposits funds into Coronation's bank account and Coronation subsequently rejects the application, Coronation shall issue a refund provided that the investor has provided all of the relevant documentation required by Coronation. Coronation shall not provide any explanation should it reject an application.
- 2. In the event that this application form, or any other written instruction is faxed or e-mailed to Coronation, the responsibility for ensuring that the instruction has been received and actioned by Coronation will lie with the instructor (investor or financial adviser). A fax confirmation, or printed copy of a sent e-mail, in the hands of the sender will not be regarded as proof that Coronation has received a specific document. If you wish to confirm the receipt of an instruction, please feel free to contact the Client Service team on 0800 86 96 42.
- 3. The business cut-off time for receiving an instruction is 12h00 (noon) on the Dealing Date. The instruction will only be processed once supporting documents and proof of deposit or transfer have been received, or supporting documents have been received AND the funds reflect in the relevant bank account. Electronic transfers may not reflect immediately. If the instruction is received before the relevant cut-off time and all the requirements are met, the instruction will be processed on that day (i.e. excluding Saturdays, Sundays, South African and Irish public holidays). Should the instruction be received after the relevant cut-off time, it will only be processed on the following business day, at the price of that day. These cut-off times apply to purchase/investment instructions, as well as withdrawals and switch instructions.
- 4. Coronation will send a welcome letter to the investor after all legal requirements have been met and the investment has been processed, which will include a confirmation of investment details.



- 5. All withdrawals must be requested in writing and will be disinvested following receipt and acceptance of such written instruction and subject to Coronation's requirements having been met. Units will be withdrawn by Coronation at the NAV calculated in accordance with the requirements of the prospectus of the relevant scheme and the relevant supplemental deeds, and paid within 5 working days of the written request. The reflection of the payment in the investor's account may only appear at a later date, depending on which bank the investor makes use of. If the units to be withdrawn are subject to a pledge, written consent for the transaction is required. Withdrawal instructions which include a change in your banking details must be accompanied by a copy of a cancelled cheque or bank statement less than three months old.
- 6. Investments funded by a Telegraphic transfer/SWIFT are subject to a 7-day clearance period. All purchases are subject to a 14-day clearance period in respect of subsequent withdrawals.
- 7. Either party may terminate the investment for any reason (and without having to provide reasons) by giving written notice to the other party. Termination by an investor shall be subject to the terms set out in point 5 of this part B. In the event Coronation terminates the investment, Coronation will redeem the existing investment(s) upon expiry of the applicable notice period(s) for the investment product(s) (subject to restrictions in respect of withdrawals as set out in applicable legislation). Coronation shall not be held liable for any losses (consequential or otherwise) incurred by the investor or any other person as a result of the termination of the investment(s) unless such loss was caused by Coronation's gross negligence, willful misconduct, or fraud.
- 8. Coronation may deem your investment to be an unclaimed asset following a trigger event, which may include being unable to make a payment that is due to you or your estate, or being unable to contact you. Coronation may appoint tracing agents and may use all personal and contact information on record to attempt to locate you. Your investment will only be considered an unclaimed asset after a reasonable period has passed following the trigger event. Any reasonable costs incurred by Coronation trying to trace you may be deducted from the value of your investment. Any investment growth or losses on your investment will continue to accrue to you.
- 9. An instruction that includes any material changes (e.g. email/cellphone, bank details, power of attorney, authorised signatory etc) may result in a delay of your instruction due to additional verification.

#### C: PROCESSING OF PERSONAL INFORMATION

The investor acknowledges that Coronation requires its personal information and that of its representatives and Authorised Signatories (collectively "Representative(s)"), in order for Coronation to perform its obligations fairly, competently, and in accordance with the law, with personal information ("PI") being as defined in the Protection of Personal Information Act No. 4 of 2013 ("POPIA").

The investor acknowledges that the supply of the PI is mandatory (unless otherwise indicated) and that a failure to provide complete and accurate PI, and/or any other information/documentation required in relation to the investment, to Coronation may lead to Coronation being unable to accept any investment from the investor or the suspension, closure or inability to transact or make further contributions to the investor's investment account.

The investor acknowledges that Coronation collects, uses, processes, stores, discloses, and verifies (collectively "processes" as defined in POPIA) the PI, as well as any other information disclosed to Coronation for the purposes of, inter alia:

- 1. Generally administering, servicing, and maintaining the investor's investment account(s), and generally for the purposes of meeting responsibilities to the investor.
- 2. Communicating with the investor and its Representative(s), agents or any other primary contact persons, including for the purposes of sending required reports and other information, and responding to requests and queries.
- 3. To enable Coronation to trace the investor (or the investor's beneficiaries') whereabouts, when necessary.
- 4. Providing the PI and any other information disclosed herein and/or disclosed to Coronation at any time during the period of the investment (collectively the "Information") to any entity within the Coronation group of companies, for the efficient servicing/administration of the investor's investments.
- 5. Providing the Information to third parties (which may include consumer credit bureaus and other similar service providers) that assist with the verification of the investor's and/or a Representative's information or that assist in establishing and/or obtaining additional information regarding the investor and a Representative as may be needed by Coronation to meet its regulatory obligations such as, but not limited to its regulatory obligations under FICA; or assist with the enforcement of any agreements or policies; or which store and/or maintain the Information; or which require the Information to process the investor's instructions or to otherwise provide a service to the investor for their investment, or to Coronation to enable it to deliver a service to the investor, or to enable and/or enhance the functioning of Coronation's business which may, for example, include third parties that assist Coronation with the sending of customer satisfaction surveys and compilation of related research, where such party has procedures in place to protect the Information.
- 6. Transferring the PI outside the borders of South Africa where the person receiving the PI is subject to similar data protection laws, or is bound by corporate laws or an agreement which affords similar data protection.



- 7. Ensuring the investor meets the requirements for investment into a product(s).
- 8. Providing the Information and any other information disclosed in this application or disclosed to Coronation at any time during the period of the investment to local and/or international regulatory authorities, law enforcement agencies and governmental departments, and any other person with whom Coronation is required, by law, to share the Information.
- 9. Using the Information to conduct research or to service products or to help Coronation improve the quality of its products and services (which may, for example, include using the Information to send surveys to the investor for completion). Where appropriate, the Information will be de-identified such that it cannot be linked back to investor.
- 10. Using the Information to meet contractual and/or legal and/or regulatory obligations.
- 11. For any purpose related to Coronation conducting its business, including but not limited to, keeping and maintaining of records, managing and auditing Coronation's business systems and operations and enabling business continuity and disaster recovery.
- 12. Using PI to provide the investor and associated persons with publications (including without limitation articles, bulletins, podcasts, visual or audio recordings of webinars; and/or invitations to attend and/or participate in any Coronation events or competitions).
- 13. To help Coronation detect and prevent fraud, money laundering and financial crimes. This includes the recording of calls for security and fraud prevention purposes and to ensure an accurate record is kept of instructions received from the investor.

Coronation may obtain information via third parties. These include, but are not limited to, parties that assist Coronation to monitor and prevent money laundering and financial crime and those that deal with the investor's investment on its behalf as appointed by the investor or as entitled by law to deal with the investment on the investor's behalf. Coronation may also obtain information from a public record.

Where PI is used to provide the investor with communications, the investor will have the opportunity to opt-out with every communication and at any point in time.

The investor has the right to object to the processing of its PI or to withdraw consent once given to Coronation. Coronation will advise the investor of the consequences of that objection/withdrawal. Coronation may not be able to give effect to an objection/withdrawal if the processing of the PI was and is permitted by law, the investor provided consent to the processing and the processing was already conducted in line with that consent, or processing is necessary to perform contractual/legal obligations.

The investor, and any Representative in relation to their own PI, have the right to request information on which of its PI is / has been collected and information on the identity of all third parties or categories of third parties who have / have had access to it (subject to any legal or regulatory obligations preventing Coronation from providing the information). The investor has the right to request the correction of their PI. It is the investor's responsibility to inform Coronation of any changes to their PI.

To the extent that Coronation is acting as an Operator, per POPIA, in relation to any third party Data Subject's PI obtained from you, in circumstances where you are regarded as a Responsible Party per POPIA, then Coronation confirms that it shall: secure the integrity of the third party Data Subject's PI in its possession by taking appropriate, reasonable technical and organisational measures to prevent: loss of, or damage to, or unauthorised destruction of that PI; and unlawful access to, or processing of, that PI. Coronation shall take reasonable steps to identify risks to third party Data Subject's PI in its possession or under its control, establish and maintain appropriate safeguards against those risks, verify that the safeguards are effectively implemented and update them in response to new risks and/or deficiencies and notify you of the risks identified and safeguards put in place. Coronation will have regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations. Coronation will notify you immediately where there are reasonable grounds to believe that the third party Data Subject's PI has been accessed or acquired by any unauthorised person.

Upon termination of the investment, at any time thereafter, Coronation must, at the investor's request, return to the investor or destroy, all the investor's PI and may, after receiving such a request, retain copies only to the extent required by applicable law or regulation or reasonably required for a lawful purpose related to Coronation's functions or activities, subject to Coronation continuing to meet its obligations regarding the processing and safeguarding of such PI. Failing such a request from the investor, Coronation shall retain the PI in accordance with its internal retention policies for as long as Coronation considers appropriate in its discretion or for so long as is reasonably required for any lawful purpose related to its functions or activities, provided that it then continues to comply with its obligations relation to the processing and safeguarding of such PI (and the investor hereby confirms its instruction and consent to Coronation to retain the PI on this basis).



Coronation will ensure that controls are in place to protect the PI and will process the PI as permitted by law. If the investor or any of its Representatives (in relation to their PI) is of the view that Coronation has not done so, they will be entitled to contact Coronation and object. Should the investor (or Representative, as the case may be) not be satisfied with a decision made by Coronation in the resolution of an objection or complaint regarding the PI, they have the right to submit the complaint to the Information Regulator (South Africa) at the following address:

Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

General enquiries email: inforeg@justice.gov.za Complaints email: complaints.IR@justice.gov.za

#### D: RING FENCING

- 1. Ring-fencing is the separation and delayed sale of units in a Portfolio. Large sales of units in a Portfolio above certain thresholds may cause ring-fencing.
- This ensures that the sale of a large number of units will not force Coronation to sell the underlying investments at a price in the market which could have a negative impact on investors. Coronation may delay the payment of repurchases of the proceeds of sale of units.

#### **E: THE FINANCIAL ADVISER**

- Coronation will only allow authorized Financial Services Providers (FSP's), who has been approved by Coronation to submit
  applications on behalf of investors. Coronation will verify each Adviser's license with the Financial Sector Conduct Authority.
   Coronation will not be held liable for any loss suffered by the investor due to delays in processing or rejection of this application
  form, should the investor's Financia Adviser not be authorized as an FSP, or not be approved by Coronation.
- 2. It is the responsibility of the Financial Adviser to act within his/her FSP license conditions. Coronation cannot be held accountable for loss or damage suffered by the investor as a result of their Financial Adviser acting outside his/her FSCA licensed capabilities.
- 3. Advice fees agreed to between the investor and their Financial Adviser may be facilitated by Coronation who will deduct the requiredfunds from the investment amount in order to pay the fees. It is the responsibility of the Financial Adviser (where relevant) to make sure that the investor is fully informed of all fees under this investment.
- 4. The Financial Adviser is responsible for ensuring that the investor receives and understands all appropriate advice, product and fee information, including changes in administrative processes of the Administrator.
- 5. The investor authorises Coronation to make all reports and statements pertaining to the investment available, in whatever format, to theappointed Financial Adviser on his/her request.



### F: CORONATION DETAILS

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 11 Central Hotel Chambers
 Tel: +353 [1] 674 5410

 Dame Court
 Fax: +353 [1] 674 5411

Republic of Ireland

Dublin 2

## **G: COMPLAINTS (SA INVESTORS)**

Please do not hesitate to contact us if you are not satisfied with this investment or the services from Coronation. A complaint must be submitted to the Compliance Officer. The contact address for the Compliance Officer is the same as the address above.

For guidelines on how we address complaints, please go to www.coronation.com/za/personal/complaints-guidelines. If an investor is not satisfied with the response from Coronation, or if an investor has a complaint about the advice given by the Financial Adviser, he/she has the right to address his/her complaint in writing to the Ombud for Financial Service Providers:

PO Box 74571 Tel: +27 12 762 5000 / +27 12 470 9080

Lynnwood Ridge Fax: +27 86 764 1422

0040 E-mail: info@faisombud.co.za