

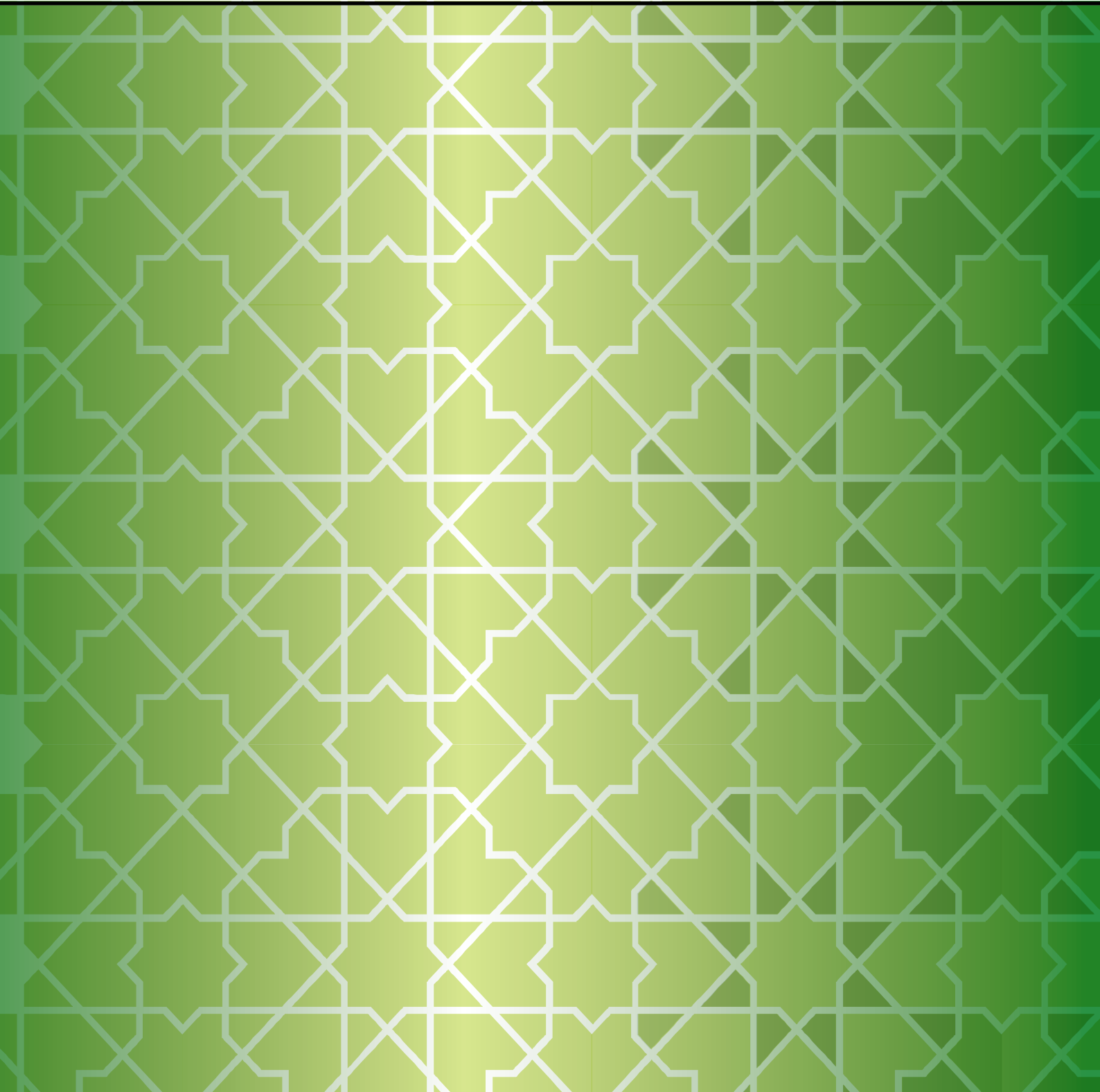
O A S I S C R E S C E N T



R E T I R E M E N T S O L U T I O N S (P T Y) L T D .

**OASIS CRESCENT PRESERVATION PENSION FUND &
OASIS CRESCENT PRESERVATION PROVIDENT FUND**

Terms & Conditions





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IMPORTANT INFORMATION:

If the mandate of this product is not acceptable to you then we suggest that you consider investing in an alternative product. Please consult your financial advisor should you have any doubt prior to investing in this product.



Terms & Conditions

1. DEFINITIONS

Act:	The Pension Funds Act No. 24 of 1956.
Administrator:	The party selected by the Fund to administer the functions of the Fund, as an Agent of the Fund. The Administrator is Oasis Crescent Retirement Solutions (Pty) Ltd (Company Registration Number: 1997/002777/07), and a licensed section 13B Administrator (License No 24/324) regulated by the Registrar of Pension Funds.
Beneficiary:	In the event of the death of the Member, this is the entity or person nominated by the member to receive benefits due under the Fund.
Business Day:	Any day other than a Saturday, Sunday or South African Public Holiday.
Commencement Date:	Membership of the Fund commences from the date that the application for membership is accepted by the administrator.
Custodian:	The party exclusively selected by the Administrator to hold assets, under its administration, in safe custody. Standard Bank Corporate and Investment Banking Division, Financial Asset Services, Trustee Services, 20th Floor Main Tower, Standard Bank Centre, Heerengracht, Cape Town 8000 is the appointed Custodian.
Dependent:	Person defined by legislation and practice who is eligible to receive benefits upon death of a member. Where dependents differ from beneficiaries, preference is given to dependents when determining the payment of benefits.
FAIS Act:	The Financial Advisory and Intermediary Services Act No. 37 of 2002.
Financial Advisor:	Category 1 Financial Services Provider, as described and registered under the Financial Advisory and Intermediary Services Act No. 37 of 2002.
Fund:	The Oasis Crescent Preservation Pension Fund; (Registration Number: 12/8/36993/1), registered in terms of the Act and regulated by the Registrar of Pension Funds.; or The Oasis Crescent Preservation Provident Fund (Registration Number:12/8/36990/1), registered in terms of the Act and regulated by the Registrar of Pension Funds.
Fund Rules:	The rules approved by the relevant regulatory authority which governs membership, management and operation of the Fund. The Fund Rules can be viewed at the offices of Oasis, during normal business hours.
Fund Trustees:	Individuals who, in terms of the Pensions Fund Act, manage the affairs of the Fund.
Investment Manager:	The party selected by the Fund Trustees and/or its Agents to manage the assets on behalf of the Fund. The Investment Manager selected by the Fund Trustees is Oasis Crescent Capital (Pty) Ltd (Company Registration Number: 2002/004943/07), a registered Category II Discretionary FSP (FSP Number: 796), regulated by the Registrar of Financial Services Providers.
Investment Portfolio:	The underlying investment portfolio selected by the Member, into which the assets will be invested.
Member:	The person making the investment in the Fund.
Oasis Crescent Fund Trust:	The Crescent Fund Trust is a non profit organization (Registration Number: 050-482-PBO) governed by a Trust Deed with the objective of making charitable donations in the primary areas of healthcare, education, social upliftment and disaster relief. The Trust is audited annually.
Product:	The Oasis Crescent Preservation Pension and Oasis Crescent Preservation Provident Fund, managed by the Fund Trustees, and administered by the Administrator.



2. PRODUCT

2.1. Non Permissible Income (“NPI”)

Funds falling within the Oasis Crescent Range are Shari’ah Compliant products. Any interest earned on a contribution amount or arising from any transaction shall be treated as NPI and upon receipt of such interest, such proceeds shall be treated accordingly. This is done in accordance with the mandate of the Product.

2.2. Product Description

The Oasis Crescent Preservation Pension and Provident Funds are pre-retirement funds which form part of the Oasis Crescent range of products. The products provide the Member with an opportunity to preserve pre-retirement assets that have originated from a pension fund, provident fund, preservation pension fund or a preservation provident fund to which the Member previously contributed.

The Product is managed in accordance with the guidelines that have been established by the independent Shari’ah Advisory Board of Oasis. These guidelines stipulate the exclusion of securities whose primary business activities are non-permissible according to Shari’ah law from the investment portfolios of the Oasis Crescent range of products.

The Shari’ah Advisory Board has been appointed to advise Oasis on Shari’ah investment and ethical issues. In addition, this board is responsible for conducting an Independent analysis of the Oasis Crescent range of products and Investments as well as investment income to ensure that it is aligned with Shari’ah investment guidelines. Each year a certificate of compliance is issued by the Shari’ah Advisory Board for all of the Shari’ah compliant funds that Oasis manages.

2.3. Member Qualification

Qualifying investors are Individuals who have been contributing to a pension fund, provident fund, preservation pension fund or a preservation provident fund and would like to preserve their benefits for retirement purposes.

2.4. Basis of Agreement

The whole of this agreement, between the Fund and the Member, is constituted by way of the Administrator approving the duly completed application form (including any mandatory requirements), receipt of the amount to be invested, these Terms and Conditions and the issuing of a welcome letter to the Member, confirming the investment. All subsequent instructions received by the Administrator, and which have been accepted shall constitute part of this agreement. All Information should be in the prescribed format.

The Member declares that he/she has the necessary capacity in order to enter into the contract, and that he/she has duly authorized their agent, who is a registered Financial Advisor, to enter into this agreement on their behalf, where applicable. Neither the Administrator nor the Trustees of the Fund provide the member with any advice relating to any Investments.

Should any provision in this document be in contradiction with a provision in the Rules of the Fund, then the Rules of the Fund shall always take precedence over the Terms and Conditions. The Trustees may from time to time amend the Fund Rules, whereupon revised rules shall be made available to members upon request.



Terms & Conditions

3. OWNERSHIP OF UNDERLYING ASSETS

The underlying assets invested in the investment portfolio, are the property of the Fund, and administered by the Administrator.

The Member has no right to the underlying investments held by the Fund. The Fund provides the Member with the right to select the underlying investment portfolios through the investment selection. However, this right to select the underlying portfolio does not create ownership of the underlying assets.

4. GOVERNING LEGISLATION AND REGULATION

- The Pension Funds Act
Governs all Retirement funds, including the Fund
- Income Tax Act
Governs where tax is applicable
- Financial Intelligence Centre Act
Governs the obtain of information to verify the Member before the investment is made
- Financial Advisory and Intermediary Services Act
Governs the provision of investment advice rendered by the Financial Advisor

5. MEMBER DETAILS

5.1. Personal Information

The Member is obliged to comply with all requirements prescribed by the Administrator in order to be eligible to purchase the product. Such requirements include the provision of information which is true and which contains all pertinent information as defined from time to time, in order to enable the Administrator to ascertain the facts prior to permitting the purchase. Such information includes, but is not limited to, the application form and any other information required by the Administrator in order to comply with governing regulatory and Know-Your-Client requirements.

The Administrator is authorized to pass on Member details for marketing and market research purposes to third parties.

5.2. Bank Account Details

- The bank account must be held in the name of the Member.
- Payment will not be made to a Credit Card or Market Linked accounts.
- Payment will not be made to third party bank accounts.
- All payments will be made electronically in South African Rand.
- Payment will only be made to a current, transmission or savings account.

6. BENEFICIARIES

The Member may select Beneficiaries to receive the benefits from the Product upon the death of the Member.

7. SOURCE OF FUNDS

Members in the Fund must comply with the requirements of the Financial Intelligence Centre Act of 2001. This requires full disclosure of the source of the funds, including details of the transferring entity.

The applicant is obliged to specify the nature of the transferring entity, whether;
Pension / Preservation Pension Fund
Provident / Preservation Provident Fund



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8. INVESTMENT SELECTION

8.1. Investment Strategy

The Member is presently offered three Investment Portfolios by the Fund, of which only one may be selected;

- High Equity Portfolio (New Moon)
- Progressive Portfolio (Half Moon)
- Stable Portfolio (Full Moon)

The investments are owned by the fund and you have no right to ownership of the assets within the investment portfolio. The Administrator reserves the right to add, remove or modify the Investment Portfolios offered within the Product from time to time. The investor is permitted to switch between Investment Portfolios once per annum subject to written notification being received and accepted by the Administrator.

In the event of a Member not selecting an investment portfolio, the default investment portfolio shall be the High Equity Portfolio (New Moon).

The following benchmarks shall be applicable to the currently available Investment Portfolios:

Portfolio	Benchmark	Portfolio	Benchmark	Portfolio	Benchmark
High Equity	CPI + 3%	Progressive	CPI + 1%	Stable	CPI

8.2. Initial Investment Amount

Voluntary / discretionary Investments into the Product can be in the form of the following;

- Lump Sum Contribution

All contributions are subject to the minimum limits prescribed by the Administrator from time to time.

The Administrator may increase or decrease the minimum investment limits at its discretion.

The Policyholder is allowed to stop making monthly contributions at any time.

You may transfer your benefits from another Retirement Annuity Fund to this Fund subject to the rules of the Transferring Fund, the rules and requirements of this Fund, and any regulatory and legislative requirements.

8.3. Non Permissible Income (applicable to "Oasis Crescent" Range only)

Any "non permissible income" earned shall be donated to the Oasis Crescent Fund Trust.

8.4. Investment Management and Investment Administration

The investment management of the underlying investment portfolios are undertaken on behalf of the Fund, by its designated Investment Manager. Investment portfolios are unitized and priced on a daily basis. Once a Member has successfully applied to invest in the Fund, the Member shall be allocated units in the underlying investment portfolio selected.

9. FEE & CHARGES

All fees quoted in this document are exclusive of VAT. The amounts charged against the Fund shall include VAT where applicable.

9.1. Financial Advisor Fees

The Member and the Financial Advisor must agree on the applicable financial advisory fee. This fee must be indicated on the relevant form. The administrator will ensure that the initial advisory fee is paid from the initial amount received in accordance with the instruction of the Member. Thereafter, the ongoing advice fee will be paid by the way of realizing units from the Investment Portfolio of the Member in accordance with the instructions provided by the member.

If, during the term of investment, the Financial Advisor fees are renegotiated, or where the fee is negotiated for an additional investment and this is different to the fee currently being paid, then the adjusted fee will apply across the whole Investment Portfolio.

The Administrator reserves the right to determine the limits set with regard to Financial Advisor Fees. The Member is entitled to change the Financial Advisor subject to acceptance by Administrator of the relevant forms.



9.2. Administrator Fees

No initial administration fee is payable to the Administrator. An annual fee of 1.0% is payable to the Administrator. This fee is calculated and accrued daily, based on the daily market value of the Investment Portfolio, and paid to the Administrator on a monthly basis.

9.3. Portfolio Management Fees

An annual portfolio management fee is payable to the Investment Manager. The base fee charge is 1% per annum.

Performance fees are payable in the case of outperformance of the underlying portfolio, relative to its benchmark. The sharing ratio of the performance fee is 20% of the outperformance, and the total fees are capped at 3%. This fee is calculated and accrued daily, based on the daily market value of the Investment Portfolio, and paid to the Investment Manager on a monthly basis.

No other fees are charged.

SCHEDULE OF FEES

Fee Type	Financial Advisor	Administrator	Investment Manager
Initial	Maximum 3% deducted prior to each investment being made. Where ongoing fee is greater than 0.5% then initial fee is limited to 1.5%.	No charge	No charge
Ongoing	Maximum 1% per annum of the investment account. Where the initial fee is more than 1.5% then the maximum ongoing fee is 0.5%.	1.0%	1% to 3% Based on portfolio performance relative to benchmark

9.4. Exit Fees

Upon transfer to another Fund, or should you elect to undertake a once off withdrawal within the time period defined below, the following Exit Fees are applicable:

Exit Fee
Within 3 years of initial contribution - 1% of the amount withdrawn
Within 4 years of initial contribution - 0.5% of the amount withdrawn
Within 5 years of initial contribution - 0.25% of the amount withdrawn

9.5. Other Charges

Provided that the Administrator acts within the scope of its authority to any applicable instruction, it will be held harmless and is indemnified against any/all charges/expenses actually incurred by the Administrator relating to any transaction which is returned by the Member bank, and not given effect to. The Administrator will add any amount for which the Member is liable, under this indemnity, to any amount due to the Administrator or may cause the Administrator to deduct and pay over such amount to the Administrator from any payment due to the Member. The Members liability under this indemnity shall be limited to the amount in respect of any payment value and/or charges/expenses incurred by a transaction returned by the bank and not given effect to. The Administrator will implement any changes to legislation, tax, practice or interpretation by any regulatory authority and which may result in additional charges to the investor.

More information relating to fees and charges can be obtained from your financial advisor.

9.6. Changes to fees and charges

The Administrator will recover any new fees and charges from the Portfolio if charged to the Administrator. The Administrator reserves the right to amend the applicable fees and charges. The Administrator will provide the member with 90 days written notification when new charges are introduced or when existing charges and/or the method pertaining to any fees and charges are included or amended. Any changes to the Fees and Charges relating to the Financial Advisor are not governed by this provision. Where circumstances exist which warrant a reduction in the aforementioned notice period, the Investment Manager and/or the Administrator reserve the right to effect such changes within a shorter period.

10. GENERAL CONDITIONS

10.1. Anti-money Laundering

The responsibility of carrying out Anti Money Laundering checks resides with the Financial Advisor as an accountable institution. In order to safe guard against the risk of money laundering the Administrator reserves the right to check, from time to time, the credentials of the members in terms of the relevant FICA legislation, and any other governing or subordinate legislation, rules or standards applicable to the identification of individuals as listed, suspicious or politically exposed.

10.2. Cancellation

Membership to the Fund is voluntary. Contributions made to the fund cannot be refunded and the funds will only be permitted to be withdrawn at retirement age, or transferred to another Approved Fund, subject to the exercise of a once of withdrawal.



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The relationship with the Fund may be terminated in favor of another Fund in which case the investment will be transferred.

10.3. Cooling-off period

There is no cooling-off period applicable to this product.

10.4. Guarantee of Investment Return

There are no guarantees on the return of an investment in the Fund. Past performance of the Investment Portfolio is not an indicator of future returns. There is no underwriting of any risk offered within the Fund such as in the case of death and/or disability.

10.5. Retirement

Please note that the below does not constitute the giving of advise but rather provides information to the Member of what options are available at retirement, In terms of current legislation. In order to make an informed decision the Member should be consulting with the appointed Financial Advisor.

The Member may retire from the fund, any time from age 55 onwards. Formal notification of retirement should be sent to the fund

In the case of an investment in the Oasis Crescent Preservation Pension Fund:

The member is entitled to withdraw 1/3 of the investment value In cash. The net amount, after deduction of PAYE, will be paid to the Member. The remaining two thirds of the investment must be invested in an annuity that will provide a retirement income to the member.

In the case of an investment in the Oasis Crescent Preservation Provident Fund:

The member is entitled to withdraw up to 100% of the investment value In cash. The net amount, after deduction of PAYE, will be paid to the Member.

The Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the claim is completed shall be net of fees and charges incurred by the Administrator in processing the claim.

10.6. Surrender

The Fund may not be surrendered.

10.7. Once-off Withdrawals

In terms of legislation Members are permitted to take a once-off withdrawal from the Fund. This can only occur once in the life of the investment and any remaining assets will only become due at retirement. Once-off withdrawals are subject to taxation at the Members rate of income tax. Once a member has made a partial once off withdrawal no further withdrawals are permitted until the Member reaches Retirement Age of 55 years of age. The Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the withdrawal is completed shall be net of fees and charges incurred by the Administrator in processing the transaction.

10.8. Switching

The option to switch / amend the investment portfolio may only occur annually.

10.9. Transfer, pledge or cede

The policy may not be transferred, pledged or ceded for the purposes of security / collateral. The benefits that are paid from the Oasis Crescent Retirement Annuity are not reducible, transferable or subject to any form of execution and may not otherwise be ceded, pledged, hypothecated or be liable to be attached or subjected to any form of writ.

10.10. Transfer to another administrator

The Member has the right, by way of transfer of interests, to move the contributions to another approved fund. The time to finalise a transfer is beyond the direct control of the Administrator, given that the assistance of the transferee administrator and the authorisation of the regulatory authority may be required.

11. PAYMENT OF BENEFITS

Membership of the Fund ends upon death, transfer, retirement or withdrawal. Upon a request being lodged with the Fund to pay or transfer benefits, the Fund shall withdraw the applicable members share of the investment portfolio and transfer the members share into a benefit settlement portfolio.



11.1. Normal Retirement

After a member has reached retirement age being the age of 55, the member may request in writing that the Fund award the member their retirement benefit. The Retirement shall be equal to the market value of the Investment Portfolio.

In the case of the Oasis Crescent Preservation Pension Fund the Member may chose to receive as a lump sum, up to the statutory limit a maximum of one third of the benefit, at all times subject to the Fund obtaining the requisite approval of the Revenue Authorities and such other authorities as may be required. This is prescribed by legislation and is subject to amendment from time to time. In the case of the Oasis Crescent Preservation Provident Fund the Member may chose to receive the full benefit as a lump sum subject to deduction.

The balance of the Member's Share will be used by the Member to purchase an annuity. Such Annuity should be a compulsory annuity which must be purchased from a Long Term Insurance Company registered under the appropriate provisions of the relevant governing legislation.

Upon receipt of notification of retirement the Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the claim is completed shall be net of fees and charges incurred by the Administrator in processing the claim.

11.2. Benefit under Disability

In the event of a Members disability, there shall be payable to the Member a benefit calculated and structured in a similar basis to those indicated under Normal Retirement. In the case of an Application for a benefit arising out of disability, the Trustees shall determine the requirements and the trustees reserve the right to determine whether to accept or reject such application based on the relevant facts.

The member may chose to receive as a lump sum, up to the statutory limit, as applicable to the relevant Fund, subject at all times to the Fund obtaining the requisite approval of the Revenue Authorities and such other authorities as may be required.

The balance of the Members Share not taken as a lump sum will be used by the Member to purchase an annuity. Such Annuity should be a compulsory annuity which must be purchased from a Long Term Insurance Company registered under the appropriate provisions of governing legislation.

Upon receipt of notification of retirement the Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the claim is completed shall be net of fees and charges incurred by the Administrator in processing the claim.

Upon disability a maximum 1/3 may be taken as a cash lump sum in the case of the Oasis Crescent Preservation Pension Fund and the remainder must be used to purchase a compulsory annuity in your name. This is prescribed by legislation and is subject to amendment from time to time. All cash benefits are subject to tax, and subject to the discretion of the Trustees.

11.3. Death of Member

11.3.1. Notification of Death of the Member

The Administrator must be informed of the death of the Member immediately, and furnished with all relevant and appropriate supporting documentation as determined by the Administrator on its website from time to time.

11.3.2. Administration Process on Death

In order for the death claims process to commence and be completed the following process will be applied:

- the Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the claim is completed shall be net of fees and charges incurred by the Administrator in processing the claim.
- The Administrator will provide the authorized parties with the details of the necessary requirements. The Administrator has the discretion to call for additional documentation
- Once the fully completed documentation is received, the Administrator will process the instructions for the distribution of the investment.

The nominated Beneficiaries shall each be deemed to be nominated to receive an equal share of the proceeds unless otherwise indicated on the Application Form and/or subsequent Beneficiary Nomination Form.

Beneficiaries have no right to the benefit during the lifetime of the Member. In the event of death of one of the Beneficiaries the Member retains the right to modify Beneficiaries and their share of the benefit. Payment of benefits to Beneficiaries shall be in accordance with governing legislation, which requires an application of the Pension Funds Act. Any costs incurred in determining and locating the Dependents and/or Beneficiaries of the Member; where such costs include but are not limited to tracing agent fees, shall be recovered from the proceeds prior to such proceeds being paid to the Beneficiaries and/or Dependents.

The Member shall be obliged to keep the Administrator informed of changes to the nominated Beneficiaries. If there are any specific considerations to guide the Trustees in applying their discretion such documentation should be provided to the Trustees during the lifetime of the Member. Where no Beneficiaries and/or Dependents exists, the proceeds shall be paid to the testamentary trust or estate of the deceased Member.

The Administrator and Trustees reserve the right to effect the payment to the relevant parties at their sole discretion, and after a period of twelve months have elapsed since the date of death.



12. TAXATION

The Administrator will deduct tax in accordance with any tax directives issued by SARS on any benefit paid out of the Fund. All fees quoted in this document are exclusive of VAT. The amounts charged against the Fund shall include VAT where applicable.

13. DUTIES OF THE FUND & ADMINISTRATOR

13.1. Amendment to Terms and Conditions

The Administrator and Fund Trustees are entitled to amend the Terms and Conditions from time to time, at their discretion, based on such reasonable grounds as they may determine. Such amended Terms and Conditions shall be available on the website www.oasiscrescent.com.

13.2. Business Processing times for Investment Instructions

The Administrator is responsible for processing the investment instruction subject to the timelines applicable at the time of receipt of the instruction.

Duly completed instructions received from Members shall be processed in order of receipt, and based on whether it is received before or after the daily cut-off time as determined by the Administrator.

FULLY COMPLETED REQUIREMENTS; RECEIVED BEFORE 10AM, PROCESSED SAME DAY. RECEIVED AFTER 10AM, PROCESSED FOR NEXT DAY				
Timeline	Day 1	Day 2	Day 3	Day 4
Activity	Receiving and Checking	Policy created	Investment confirmed	Welcome letter mailed
Complete requirements received	- Completed application form - FICA requirements & supporting documents - Funds deposited	- Allocation of funds - Pricing	- Confirmation of units created	- Written confirmation of investment despatched to Policyholder
Incomplete requirements received	Funds deposited / no documentation - Oasis Crescent Nominees hold funds till documents received OR Documentation received / no funds - Checked for completeness, pending fund deposit	Process cannot commence until documentation checked and matched with proof of deposit		

13.3. Communication

The Administrator shall ensure that the Member receives communication on behalf of the Fund. Such communication includes the provision of and annual investment statement, an annual tax certificate. A contribution certificate shall be provided when you undertake a new investment. Any changes shall be confirmed by the administrator in writing.

13.4. Death Benefits

Upon formal notification of the death of the member, the Administrator shall process the necessary claim against the Fund.

13.5. Professional Indemnity and Fidelity Insurance Cover

The Administrator and the Custodian have the necessary Professional Indemnity and Fidelity Insurance Cover and are accordingly insured against theft, fraud, negligence and dishonest behavior.

13.6. Prudential Guidelines Compliance

The Trustees will ensure that the Fund is compliant to all the Prudential Guidelines.

13.7. Reinvestment of Income Distributions

The Administrator and Investment Manager shall ensure that all income distributions received from the underlying investments are re-invested within the selected portfolio.

13.8. Right of Refusal

The Administrator reserves the right to reject any application form, or any subsequent instructions, on behalf of the Fund, on any basis whatsoever, and to reverse a transaction should the circumstances justify doing so.

13.9. Review of Fund rules

Members are entitled to review the Fund Rules in hard-copy at the registered office of the Fund subject to the payment of a fee determined by the Trustees.

13.10. Adherence to Administration Agreement

The Administrator is obliged to adhere to the terms and conditions of its agreement with the Fund relating to benefit administration.



14. DUTIES OF THE MEMBER

14.1. Accuracy and Honesty

The Member is obliged to ensure that all information provided to the Administrator is true and valid. The Member must ensure that the Administrator has the latest contact details and banking details of the Member, as well as full particulars of nominated Beneficiaries. It is the obligation of the Member(s) to complete and sign a Beneficiary Nomination Form.

14.2. Appointment of Financial Advisor

The Member is entitled to change the Financial Advisor subject to acceptance by the Administrator of the relevant forms. If the Financial Advisor, selected by the Member is not on the authorized list of Financial Advisors or is debarred for any reason, either by the Regulator or the Administrator, the Member has 30 days to appoint an alternative Financial Advisor who is registered with the Regulator and the Administrator. Failing to appoint an alternative Financial Advisor will result in the Administrator making such appointment. In the case where the Member elects not to have another Financial Advisor the Administrator reserves the right to terminate the relationship with the Member. The Administrator will not be responsible or liable for any losses arising from such termination. Neither the Administrator nor the Trustees provide the Member with any form of financial advice.

Neither the Trustees, nor the Administrator shall be responsible for any and all losses arising from the appointment and/or termination of the Financial Advisor for whatsoever reason. It shall be the sole responsibility of the Member to ensure that the Member receives suitable and appropriate investment advice from an approved financial advisor.

The Administrator cannot be held liable for any and all losses arising out of an application being rejected or its processing being delayed due to incomplete documentation submitted by the Financial Advisor, the advisor acting beyond the scope of the Advisor's licensed categories or sub-categories and/or the Financial Advisor not having entered into a valid Intermediary Advisory Agreement with the Administrator. Any actions by a Financial Advisor outside of the scope of the Advisor's licensed categories or sub-categories cannot be attributed to the Trustees and/or the Administrator.

14.3. Approval of Financial Advisor Fees

The Member is responsible for the negotiation of the appropriate initial and ongoing financial advisory fee subject to any limits imposed by the Administrator.

14.4. Member Information

The Member should ensure that the Administrator has up to date contact, banking and beneficiary details.

14.5. Member and Beneficiary Information

Ensure that the Administrator has up to date contact, banking and beneficiary details. It is the responsibility of the Member to ensure that the details of beneficiaries are kept up to date. You cannot specify, in your will, how your death benefit should be dealt with, and legislation requires the Fund Trustees to use their discretion when allocating benefits between dependents and beneficiaries, should they differ.

14.6. Monitor Risk Investment

The market value of the investment portfolio is directly linked to the market value of the underlying investment and is not guaranteed. The Member carries the full risk. It is the responsibility of the Member (and duly authorized Financial Advisor) to monitor the performance of the underlying investments to ensure that the risk profile of the investment portfolio meets the requirements of the Member.

14.7. Processing of Instructions

The Member should ensure that any instructions issued to the Administrator are on the appropriate forms and signed by the Member, whether transmitted directly to the Administrator by the Member, or via the Member's Financial Advisor.

14.8. Reporting of Errors

It is the responsibility of the Member to report any errors to the Administrator within 14 days of any communication.

14.9. Retirement

It is the responsibility of the Member to inform the Administrator of the instruction to retire from the Fund, and the Administrator shall process such retirement in terms of the instructions issued by the Member (or the appointed Financial Advisor). Such retirement is subject to the restrictions imposed by regulation and legislation, and the Fund rules.

15. EXCLUSIONS

The Administrator is indemnified against: Changes arising out of amendments to regulation / legislation; Delays arising out of the Administrator receiving incomplete forms/instructions/supporting documents; Failure of any mechanical or electronic devices, including networks; Acting on information sent electronically; Failing to act on instructions that have not been signed by the investor; Delays arising out of the financial advisor not submitting all documentation; Providing information to the appointed Financial Advisor of the Member; Errors made by the Investment Manager; and any responsibility for adverse market movements.



Terms & Conditions

16. CONTACT DETAILS

16.1. The Administrator

Physical Address : Oasis House
96 Upper Roodebloem Road
University Estate
Cape Town
7925

Postal Address : PO Box 1217
Cape Town
8000

Telephone : 021 413 7860
Fax : 021 413 7918
Email : ors@za.oasiscrescent.com
Website : www.oasiscrescent.com

16.2. The Compliance Officer

(to which correspondence, in respect of complaints, should be addressed)

Postal Address : Oasis Crescent Retirement Solutions (Pty) Ltd
PO Box 1217
Cape Town
8000

16.3. The Pensions Fund Adjudicator

Physical Address : Ground & 1st Floor
Corporate Place
Cnr Fredman Drive & Sandown Valley Crescent
Sandton
2196

Telephone : 087 942 2700
Fax : 087 942 2644
Email : enquiries-jhb@pfa.org.za
Website : www.pfa.org.za

16.4. The Financial Services Providers Ombudsman

Postal Address : PO Box 74571
Lynnwood Ridge
0040

Toll Free : 0860 324 766
Email : info@faisombud.co.za

OASIS CRESCENT



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