Transfer of Ownership Form

Complete Form	• Please refer to the "Terms of engagement" documentation should you require any information on the processes relating to making an investment with us. This document can be found on our website. • Please complete all the relevant sections on the form if you are an existing investor and would like to add funds to your current investment/s with FundRock Management Company. • Please initial any amendments or changes and initial the bottom of each page.
Submit Application Form	• If you have queries regarding this form, please contact Protea Capital Management's client services team via email or phone: • Email: info@proteacapitalmanagement.com • Phone: +27 (0) 11 822 2154 • Website: proteacapitalmanagement.com • When you are ready, submit all documentation to: info@proteacapitalmanagement.com (the liaison between you and the fund administrator)
Cut-Off Times	Monthly Liquidity Portfolios: • The cut-off time for an instruction received by the administrator is 10h00 on the last business day of the month, to enable processing for the first business day of the following month. Daily Liquidity Portfolios: • The cut-off time for an instruction received by the administrator is 14h00 on any business day for all investment options apart from the Money Market Funds, where the cut-off time is 10h00. Instructions received after the cut-off time will be processed on the following business day.

FundRock Management Company (RF) Proprietary Limited ("FundRock") (Registration number: 2013/096377/07) is approved as a manager in terms of the Collective Investment Schemes Control Act 45 of 2002 ("CISCA"). Assets are managed by Protea Capital Management (Pty) Ltd (Registration number: 2015/327243/07) which is an approved discretionary Financial Services Provider (FSP Number 49796)

Section A: Investor Details

Transferor			
Investor number:			
Full Name and Surname / Entity Name:			
Capacity:			
Relationship to Transferee:			
Landline:		Cell:	
Email:			
ID number/ Registration number:			

Transferee					
Existing Investor:	Yes		No		If 'No', please complete the relevant application form
Investor number:					
Full Name and Surname/ Entity name:					
Capacity:					
Relationship to Transferor:					
Landline:		Cell:			
Email:					
ID number/ Registration number:					

Regarding the Transfer of Ownership between spouses:

Section 9HB of the South African Income Tax Act ("the ITA") (Previously par. 67 of the 8th Schedule to the ITA) provides a form of rollover relief with regards to disposal / transfer of assets between spouses. The transferor should disregard any capital gain or loss determined in respect of the disposal of an asset to his or her spouse (transferee).

The transferee is treated as having –

- acquired the asset on the same date on which it was acquired by the transferor.
- acquired for an amount equal to the base cost expenditure incurred by the transferor prior to the disposal;
- incurred that expenditure on the same date and in the same currency that it was incurred by the transferor;
- used the asset in the same manner as the transferor in the period prior to the disposal; and
- received an amount equal to an amount received by the transferor in respect of that asset, that would have constituted proceeds on the disposal of that asset, had the transferor disposed of it to a person other than the transferee.

Section B: Transfer Instructions

Please complete the table below, indicating the amount or the percentage you want to transfer:

Portfolio Name	Class	Number / Rand Value of Units	% of Units	Income Distribution	
				Re-invest	Pay-out
Protea Worldwide Flexible FR QI Hedge Fund					
Protea South Africa FR Retail Hedge Fund					
Protea Global FR Retail Hedge Fund					

Please confirm the following:

As the transferor, I would like to cancel my existing debit order. ○

Alternatively, as the transferee, I would like to implement a new debit order. Please fill in section C to implement a debit order.

Section C: Debit Order and Banking Details

Transferee Banking Details			
For the transferee, please complete the below banking details and provide a copy of a bank statement of no less than three months old with the transfer of ownership.			
Name of Account Holder:			
Bank:		Branch Code:	
Account Number:		Account Type:	

- Please provide FundRock with Proof of Bank Account Details.
- The onus is on the investor to inform FundRock of any changes to the bank account details.
- No payments will be made into third party bank accounts or credit cards. (i.e. payments will only be made to the bank account in the name of the registered investor).
- Bank account details specified above will be used for disinvesting, income distribution payments etc.

Method of Investment:

Electronic internet transfers may take up to two business days to appear in the bank account. Units may only be purchased upon receipt of documentation and funds into the account. Please send us proof of transfer after payment was made. Please mark the portfolio applicable to your debit order instruction in the table of funds.

Lump Sum investment ○ and / or Monthly investment ○

- Lump Sum investments made via Electronic / Internet transfer (EFT) may take up to two business days to appear in the bank account. Units may only be purchased upon receipt of documentation and funds into the account. Please send us proof of transfer.

Please select the applicable portfolio the Debit Order will be applied:

Fund Name	Monthly Debit Order Amount
Protea South Africa FR Retail Hedge Fund	R
Protea Global FR Retail Hedge Fund	R

If you are making a Monthly investment, select between the following two payment options:

- Electronic/Internet transfer (EFT) ○ EFT's may take up to two business days to reflect in the bank account. Units may only be purchased upon receipt of documentation and funds into the account. Please attach proof of transfer.
- Monthly debit order ○ Subject to a minimum of R 1 000 and a maximum of R1 000 000. Your bank may charge a fee for debit orders

If you selected a Monthly debit order:

Monthly debit order of | | | | | | | | | ZAR collected on the last business day of the month

commencing from | d | d | m | m | y | y | y | y |

- Debit orders will be collected on the last day of each month. FundRock will invest it at the unit price of the following business day and assign units in the portfolio to the value of the collected investment, two business days post collection date.
- If the last day of the month is not a business day, FundRock will collect your debit order on the next business day. FundRock will invest it at unit price of the following business day and assign units in the portfolio to the value of the collected investment two business days post collection date.
- Debit orders can only be drawn from a South African bank account.
- The cut-off for all new debit order notices or debit order amendments to be processed in a particular month is three business days before the start of the new month.
- We may cancel the debit order if a transaction cannot be completed owing to insufficient funds.
- Please note: Redemption requests within 40 days of a debit order will only be paid once the 40 calendar days have passed, known as the clearance period

I hereby authorize FundRock Management Company (RF) (Pty) Ltd to deliver payment instructions to my Banker for collection against the account mentioned under the **Banking Details on record,** on condition that the sum of the payment instructions do not exceed the amount agreed upon and signed off on this form. This debit order authority shall remain in place until redemption of the investment in the portfolio or alternatively should the debit order be adjusted/cancelled by completing a change of investor details form.

Signature of Account Holder: _____ | d | d | m | m | y | y | y | y |

(Please sign if you have selected the monthly debit order option)

Section D: Financial Advisory

Complete this section if you receive advice from a Financial Advisor

Advisor's Contact Details			
Name:			
Surname:			
FSP Name:			
Contact Email:		Contact Number:	
Address:			
		Code:	
FSP Licence Number:		Licence Category:	
Financial Advisor Code:		VAT Number (if applicable):	

Declaration

I, the appointed Financial Advisor for this investment application declare that:

- I am licensed to render services in respect of this product.
- I have made the disclosures required in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002 ("FAIS") and subordinated legislation thereto, to the investors.
- I have read the application form and the terms and conditions of this investment and have explained them to the investor. To the extent they apply to me, I agree to be bound by the contents of this application form.
- I confirm that the Manager is the primary accountable institution, in terms of the FIC Act and is responsible for the identification and verification of the investor and myself. This application will only be processed on completion of such identification and verification.
- I have explained all fees that relate to this investment to the investor/s and understand and accept that the investor/s may withdraw his / her authority for payment at any time, in writing.
- My personal information may be used by the Manager in the normal course of business to provide the products and services and the Manager may retain any information for purposes of investment transactions, processing and administration, and to communicate directly with me. Personal information will not be given or sold to any third parties. The Manager will disclose or report personal information if and when required to do so by law or any regulatory authority, and to our employees, or agents who require such information to carry out their duties.
- I will forward all investor documents to the investor as soon as I receive them.

Signature of Financial Advisor:										
Name of Signatory:										
Place:		Date:	d	d	m	m	y	y	y	y

Financial Advisor Fees

I hereby confirm that the Financial Advisor whose details are recorded in Section C above is my appointed Financial Advisor and I agree to the payment of the following fees:

- Initial Advice Fee: _____% (applied to each contribution received exclusive of VAT).
- Ongoing Advice Fee: _____% (per annum of the market value of the portfolio, charges by means of unit reduction and paid to the Financial Advisor monthly in arrears, exclusive of VAT).
- I may instruct FundRock to cease paying the ongoing advisor fee at any time.

Signature of the Investor or Authorised Representative: _____

*Should you be investing in more than one portfolio with different fees having been agreed upon with your Advisor, please submit a signed letter detailing this, together with your application. If above fee is not completed it will default to zero.

Section E: Protection of Personal information

FundRock may collect, process, disclose or use your personal information for the purpose of providing the product and/or service which you have requested in the normal course of business.

FundRock is required to process and keep investor and investor representative information to perform its obligations lawfully, fairly and competently.

FundRock will disclose or report personal information if and when required to do so by law or any regulatory authority. We may also share your personal information with our employees, agents, sub-contractors, with other entities within the Apex Group, with your adviser and/or their duly appointed agent, where directed. We will only collect information that we need for that purpose.

FundRock may share information with companies within the Apex Group of companies and service providers with whom we have a business agreement to process such information on our behalf or to those who render services to us.

Apex Group is an international business and located in different geographical locations. In such instances FundRock will ensure that sufficient legislation or agreements are in place for the information to remain adequately protected. You are entitled to request access to the information we have collected, processed and shared. All processing of personal information will be done in accordance with applicable laws and FundRock privacy policy.

Section F: Terms & Conditions

- FundRock provides access to many portfolios offered by the market. Should you require any financial planning assistance, please consult your financial advisor as FundRock may not provide financial advice in respect of any investment.
- This application form together with the Main Deed and Supplemental Deed will form the legal agreement between the investor, FundRock and the asset manager. The agreement will be administered in terms of CISCA. FundRock may in its sole discretion accept or reject the investor's application form.
- The FundRock portfolios shall be priced to reflect the Net Asset Value ("NAV") prices as at the last day of the month or price for the day.
- Participatory interests are calculated on a NAV basis by determining the total market value of all assets in the portfolio, including any income accruals, less any permissible deductions from the portfolio. Participatory interests on investor statements are thus net of all fees.
- Participatory interests will be purchased and repurchased by the manager at the NAV calculated in accordance with the requirements of CISCA and the relevant deeds.
- Quarterly reports are available for download from the FundRock Website. FundRock will email monthly statements and contract notes on execution of transactions. Tax certificates are generated and distributed annually.
- FundRock may, at its discretion, close portfolios to new investors and existing investors to enable the portfolios to be managed in accordance with their mandates.
- FundRock reserves the right to terminate this contract by giving a calendar months' notice to the investor. Participatory interest shall be repurchased on the first business day of the following month after notification of termination at the ruling price of the last NAV. Any proceeds from the termination shall be paid to the investor recorded in this application form.
- For the purpose of this agreement, unless the context indicates otherwise, the singular shall include the plural and vice versa.
- Commission and incentives may be paid and if so, would be included in the overall costs.
- The responsibility of ensuring that the instruction has been received and actioned by FundRock will lie with the instructor (investor or financial advisor).
- No cash payments will be accepted, and a proof of payment must accompany all EFT payments.
- FundRock will not be liable for any damages or losses of whatsoever nature arising out of FundRock's failure to action this instruction due to occurrences beyond the control of FundRock, nor will FundRock be liable for any loss incurred due to incorrect information being supplied by the investor or his/her financial advisor.
- In certain circumstances (such as large redemptions), FundRock may employ ring-fencing, which is the separation of underlying assets in a portfolio and the delayed sale/repurchase of corresponding units. This is done to avoid prejudicing other investors through the sale of assets at weaker prices.
- Copies of all verification documentation requested in this application form and a proof of payment must accompany this application form. FundRock will not be obliged to process this application form until it has received the verification documentation and FundRock will not be liable for any loss or damage of whatsoever nature arising from the inability of FundRock to process this application form due to the fact that the requirements of the FICA have not been complied with.

- The investor indemnifies and holds FundRock harmless against any loss or damage which the investor may suffer as a result of any commission or omission by FundRock, which is a result of an obligation imposed on FundRock by FICA. The investor will not earn interest in the following situations:
    - The instruction provided is incomplete.
    - Funds are deposited into a fund after the cut-off time.
    - Deposits are made on a non-business day (including public holidays, Saturdays, and Sundays). If a debit order collection falls on a non-business day, the collection will occur on the next business day.
    - Deposits into the client deposit account.

Section G: Investor Declaration

- I, the undersigned Transferor, give notice in terms of this Transfer of Ownership Form of the relevant units and in consideration of the current price to be paid by the Transferee for the said units, hereby cede, assign and transfer all my rights, title and interest in and to the said units to the Transferee, who accepts such cession, assignation and transfer.
- I further acknowledge that by transferring ownership, I will not be entitled to the benefits to the said units.
- I warrant that I have the power and authority to enter into and conclude this transaction.
- I have read and fully understood all the pages of this application form and agree to be bound by the provisions of this application form.
- I warrant that the information contained herein is true and correct, and that if this application form is signed in a representative capacity, I have the necessary authority to do so and that this transaction is within my powers.
- I am aware of the charges and fees, the total expense ratio, investment objectives, risk factors and income distributions applicable to my investment as set out in this form and in other documentation provided to me.
- I am acting for my own account and that I have made my decision to enter into the investment and as to whether the investment is appropriate for me independently, based upon my own judgment, and upon advice from such advisors as I may deem necessary.
- I declare that I am not relying on any communication from FundRock, whether written, oral or implied as investment advice or as a recommendation to enter into the investment.
- I confirm that all funds invested with FundRock are not the proceeds of unlawful activities and that I have not contravened any anti-money laundering and tax legislation. I have complied with and will continue to comply with all relevant legislation, including but not limited to FICA and the Income Tax Act.
- I have read and understood the terms and conditions.
- I understand that FundRock will only be able to process investments on receipt of funds into the appropriate bank account, proof of deposit, and all relevant FICA documentation.
- I will notify FundRock immediately if my tax residency or FATCA or equivalent classification changes in the future.
- I accept full responsibility for informing FundRock of any changes in current identification information provided (e.g. change of address, surname change, contact, banking details etc.) on the prescribed form.
- I acknowledge that FundRock will not be held liable for delays or losses incurred due to incomplete or inaccurate information on the application forms or insufficient or incorrect submission of FICA information. I also acknowledge that FundRock will not be held liable for delays or losses incurred due to delays caused by the financial advisor.

- I acknowledge that the responsibility in ensuring my instruction has been received and actioned by FundRock lies with me.
- FundRock will not be responsible for any failure, malfunction, or delay of any networks, electronic or mechanical device or any other form of communication used in the submission, acceptance and processing of applications and/or transactions. FundRock will not be liable to make good or compensate any investor or third party for any damages, losses, claims or expenses resulting there from.
- I acknowledge the transaction cut-off times set out herein and agree to comply with such cut-off times.
- I confirm that FundRock may accept instructions from my financial advisor or any authorised third party who has been appointed and authorised by me in writing.
- I authorise FundRock to accept and act upon instructions by facsimile or e-mail and hereby waive any claim that I have against FundRock and indemnify FundRock against any loss incurred as a result of FundRock receiving and acting on such communication or instruction.
- For investors selecting the monthly debit order payment methodology:
    - I hereby authorize FundRock Management Company (RF) (Pty) Ltd to deliver payment instructions to my Banker for collection against the account mentioned under the Banking Details on record, on condition that the sum of the payment instructions do not exceed the amount agreed upon and signed off on this form. This debit order authority shall remain in place until redemption of the investment in the portfolio or alternatively should the debit order be adjusted/cancelled by completing a change of investor details form.
    - I agree that, should I cancel the debit order authority, my agreement with FundRock Management Company (RF) (Pty) Ltd shall remain in place.
    - I agree that the notice period to terminate the debit order authority is three business days.
    - I agree that I shall not be entitled to a refund debited from my bank account by FundRock Management Company (RF) (Pty) Ltd whilst my debit order authority is in place, provided these amounts were owing to FundRock Management Company (RF) (Pty) Ltd.
    - Should I elect to invest in Protea South Africa FR Retail Hedge Fund, I acknowledge that the abbreviated name as registered with the bank SNNPROSA as well as my investor number granted by FundRock Management Company (RF) (Pty) Ltd would reflect on my bank statement as a description to the debited amount collected from FundRock Management Company (RF) (Pty) Ltd on a monthly basis. I further acknowledge that my agreement reference number is my investor number.
    - Should I elect to invest in Protea Global FR Retail Hedge Fund, I acknowledge that the abbreviated name as registered with the bank SNNPROGlb as well as my investor number granted by FundRock Management Company (RF) (Pty) Ltd would reflect on my bank statement as a description to the debited amount collected from FundRock Management Company (RF) (Pty) Ltd on a monthly basis. I further acknowledge that my agreement reference number is my investor number.
    - I acknowledge that the debit order shall be debited from my account on the last day of the month. Should the last day of the month, however, fall on a weekend or RSA public holiday, the debit order will be debited on the last business day of the month.
    - I acknowledge that the debit order authority may be assigned or transferred to a third party if the agreement is also assigned to a third party, but in the absence of such assignment of the Agreement, the debit order authority cannot be assigned to a third party.
    - I acknowledge that if I have selected the monthly debit order payment methodology that I agree to pay any bank charges and costs relating to the debit order authority, including debit order rejection fees.

- I understand that all such withdrawals from my/our bank account shall be treated as though they had been signed by me/us personally.
- If I reverse an electronic collection instruction with my bank after units have been purchased on my behalf, the cancelled debit order will not constitute a valid contribution, and I may be held liable for any losses suffered.

- I acknowledge and give consent that any personal information may be used by FundRock in the normal course of business to provide the products and services and FundRock may retain any information for purposes of investment transactions, processing and administration and to communicate directly with me. Personal information will not be given or sold to any third parties. FundRock will disclose or report personal information if and when required to do so by law or any regulatory authority, and to FundRock's employees (if relevant), or agents who require such information to carry out their duties.
- I acknowledge by investing in the fund/s included in this application form that my information may be shared with both FundRock, Co-named/Hosting Investment managers and for any regulatory purposes.
- I have read, received, noted and understood the following information:
  - that I meet the requirements to qualify as a Qualified Investor, if applicable;
  - the Minimum Disclosure Document (MDD);
  - the Effective Annual Cost (EAC)
  - Risk factors.
- I consider myself to be, or to be closely related or associated with, a Domestic Politically Exposed Person (PEP) or a Foreign Politically Exposed Person. A Politically Exposed Person is an individual who is or has been entrusted with a prominent public function such e.g. Heads of State or Government, Senior Politicians, Senior Government, Judicial or Military Officials, senior executives of state owned corporations, important political party officials and etc.

Yes ○ No ○

If 'Yes,' please provide details:

Mandatory:

Please tick the circle if you have read and agree to all the information mentioned within this Investor Declaration.

Transferor:

Signature of Transferor:										
Name of Signatory:										
Capacity:		Date:	d	d	m	m	y	y	y	y

Transferee:

Signature of Transferee:										
Name of Signatory:										
Capacity:		Date:	d	d	m	m	y	y	y	y

Section H: Mandatory Disclosures

Collective Investment Schemes are generally medium to long-term investments. The value of participatory interests (units) or the investment may go down as well as up. Past performance is not necessarily a guide to future performance. Collective investment schemes are traded at ruling prices and can engage in borrowing and scrip lending (i.e. borrowing and lending of assets). The manager does not provide any guarantee, either with respect to the capital or the return of a portfolio. Different classes of participatory interests apply to these portfolios and are subject to different fees and charges. A schedule of fees, charges and maximum commissions, as well as a detailed description of how performance fees are calculated and applied, is available on request from FundRock.

FundRock does not provide any guarantee in respect of the capital or the return of the portfolio. Excessive withdrawals from the portfolio may place the portfolio under liquidity pressure and in such circumstances, a process of ring-fencing of withdrawal instructions and managed pay-outs over time may be followed. Commission and incentives may be paid, and if so, are included in the overall costs. The value of an investment is dependent on numerous factors which may include, but not limited to, share price fluctuations, interest and exchange rates and other economic factors. Where funds are invested in off-shore assets, performance is further affected by uncertainties such as potential constraints on liquidity and the repatriation of funds, macroeconomic risks, political risks, foreign exchange risks, tax risks, settlement risks and potential limitations on the availability of market information. Prices are published in accordance with the valuation frequency of the portfolio, on our website. Additional information, including Key Investor Information Document, Minimum Disclosure Document, as well as other information relating to the portfolio is available, free of charge, on request from FundRock. The Manager ensures fair treatment of investors by not offering preferential fee or liquidity terms to any investor within the same strategy. The Manager of the CIS may, at its discretion, close the fund/s you have chosen to new investors and to additional investments by existing investors to make sure that it is managed in accordance with its mandate. A money market fund is not a bank deposit account and aims to maintain a constant price of 100 cents per participatory interest in such scheme. A

Feeder fund may only invest in a single portfolio of a CIS which levy its own charges that could result in a higher fee structure for these funds. Foreign securities including foreign CISs may be included in underlying CIS portfolios. As a result, those CIS portfolios may face material risks. The volatility of the CIS may be higher and the liquidity of the underlying securities comprising the applicable portfolio of the CIS may be restricted due to relative market sizes and market conditions. The CIS's ability to settle securities and to repatriate investment income, capital or the proceeds of sales of securities may be adversely affected for multiple reasons including market conditions, macro-economic and political circumstances. A fund of funds is a portfolio that invests in portfolios of collective investment schemes (unit trusts) that levy their own charges, which could result in a higher fee structure for the fund of funds.

FundRock is registered and approved by the Financial Sector Conduct Authority ("the Authority") under the Collective Investment Scheme Control Act no. 45 of 2002 ("CISCA"). FundRock retains full legal responsibility for the portfolio. Protea Capital Management (Pty) Ltd is an authorised Financial Services Provider (FSP Number 49796) under the FAIS Act to render investment management services. Rand Merchant Bank Trustee is the appointed trustee and can be contacted on 087 736 1732.

Compliance and Complaints

FundRock takes your concerns and queries very seriously. If you are unsatisfied with the investment or the services received from FundRock, please contact our compliance officer. FundRock will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. You can obtain our complaints policy and conflict of interest policy from our compliance department.

Contact details:

The Compliance Officer, FundRock Management Company (RF) Proprietary Limited

Post: PO Box 24, Cape Town, 8000.

Email: ComplianceTeamSA@apexfs.group

If any investor is not satisfied with the response from FundRock, he/she has the right to address his/her complaint in writing to the Ombud of the Financial Services Providers at the address below. The Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expedious manner.

FAIS Ombud

Website: www.faisombud.co.za

Email: info@faisombud.co.za

Post: FAIS Ombudsman

P.O. Box 74571

Lynnwood Ridge

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