



## **PHOENIX CAPITAL ADVISORS LEGAL DISCLOSURE AND DISCLAIMER**

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### **PRIVACY POLICY**

This website is owned and operated by Phoenix Group of Companies and will be referred to as "We", "our" and "us" in this Internet Privacy Policy. By using this site, you agree to the Internet Privacy Policy of this website ("the website"), which is set out on this website page. The Internet Privacy Policy relates to the collection and use of personal information you may supply to us through your conduct on the website.

We reserve the right, at our discretion, to modify or remove portions of this Internet Privacy Policy at any time. This Internet Privacy Policy is in addition to any other terms

and conditions applicable to the website. We do not make any representations about third party websites that may be linked to the website.

We recognise the importance of protecting the privacy of information collected about visitors to our website, in particular information that is capable of identifying an individual (“personal information”). This Internet Privacy Policy governs the manner in which your personal information, obtained through the website, will be dealt with. This Internet Privacy Policy should be reviewed periodically so that you are updated on any changes. We welcome your comments and feedback.

### **Personal information**

Personal information about visitors to our site is collected only when knowingly and voluntarily submitted. For example, we may need to collect such information to provide you with further services or to answer or forward any requests or enquiries. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in South Africa.

### **Use of Information**

Personal information that visitors submit to our site is used only for the purpose for which it is submitted or for such other secondary purposes that are related to the primary purpose, unless we disclose other uses in this Internet Privacy Policy or at the time of collection. Copies of correspondence sent from the website, that may contain personal information, are stored as archives for record-keeping and back-up purposes only.

### **Disclosure**

Apart from where you have consented or disclosure is necessary to achieve the purpose for which it was submitted, personal information may be disclosed in special situations where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring, or interfering (intentionally or unintentionally) with our rights or property, users, or anyone else who could be harmed by such activities.

Also, we may disclose personal information when we believe in good faith that the law requires disclosure. We may engage third parties to provide you with goods or services on our behalf. In that circumstance, we may disclose your personal information to those third parties in order to meet your request for goods or services.

## Security

We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure. However, we will endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems. In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

## IP Addresses

Our web servers gather your IP address to assist with the diagnosis of problems or support issues with our services. Again, information is gathered in aggregate only and cannot be traced to an individual user.

## Cookies and Applets

We use cookies to provide you with a better experience. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. This aggregate, non-personal information is collated and provided to us to assist in analysing the usage of the site.

## Access to Information

We will endeavour to take all reasonable steps to keep secure any information which we hold about you, and to keep this information accurate and up to date. If, at any time, you discover that information held about you is incorrect, you may contact us to have the information corrected. In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

## Problems or Questions

If we become aware of any ongoing concerns or problems with our websites, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please email us at [support@phoenix.co.za](mailto:support@phoenix.co.za).

## **CONFLICTS OF INTEREST POLICY**

In terms of the South African Financial Services Board Notice no. 58 of 2010, published on 19 April 2010 every Financial Services Provider (other than a Representative) must adopt, maintain and implement and conflict of interest management policy that complies with the provisions of the Financial Advisory and Intermediary Services Act.

“Conflict of interest” is defined as being any situation in which a Provider or a Representative has an actual or potential interest which may when rendering a financial service to a client; influence the objective performance of obligations to a client; or prevent the Provider or Representative from rendering unbiased financial service to a client or from acting in the interest of a client.

It should be noted that such interest may be direct or indirect and include;

- a financial interest
- an ownership interest
- any relationship with a third party

In order to ensure that all Phoenix Group of Companies authorised financial services companies and representative companies (“the Phoenix FSP’s”), being Phoenix Private Wealth, Phoenix Wealth Management, Phoenix Fund Management, Phoenix Empowerment Equity, its shareholders, Key Individuals, employees or agents observe the utmost good faith and exercise proper care and diligence when investing, holding, keeping in safe custody, controlling or administering all funds of clients such persons may not alienate, invest, pledge, hypothecate or otherwise encumber or make use of client funds or trust property or in any way furnish any guarantees designed to gain directly or indirectly any improper advantage for himself/herself or for any other person to the prejudice of the client.

Any breach of the above requirement will lead to the instant dismissal of the staff member concerned. The independent Compliance Officer must be immediately advised of any such breach for the purpose of advising the Registrar to amend the appropriate register.

All Directors, Members, Key Individuals or Representative of the Phoenix FSP’s, who take part in any decision to invest the funds of a client in any company or other undertaking in which he/she has a direct or indirect interest, must declare that interest in writing to the Board of Directors of the Phoenix FSP’s indicating the nature and extent of such interest, before any such decision is made.

The declarations made in this regard must be reflected in the minutes of the meeting of the Directors of the Phoenix FSP's. The Compliance Officer has an obligation to review all such declarations and amendments thereto, at an interval of not more than 1 week.

In order to assist in the identification of any potential conflict of interest as defined all Key Individuals and Representatives of the Phoenix FSP's, are required to conduct all personal trading through a stock broker nominated by the Phoenix FSP's. All Key Individuals and Representative must agree that the nominated stock broker be permitted to provide the Phoenix FSP's with detailed trading schedules of each Key Individual and/or Representative.

All Key Individuals and/or Representatives who have any interest in any financial product in which the client is trading are prohibited from trading therein until such time that all orders pertaining to the client have been completed. Where a decision has to be made by a client with respect to his investments (i.e. a non-discretionary client or an advice only client) the client must be fully advised of the interest that the Key Individual and/or Representative holds in the financial product concerned. Such disclosure to the client should be writing and preferably counter signed by the client and thereafter minuted by the Directors of the Phoenix FSP's.

Representatives of the Phoenix FSP's may qualify for a proportion of the upfront fee payable to the Phoenix FSP's by the clients. This fee is payable by the client irrespective of the product supplier utilized in affecting the clients' investments and therefore cannot be motivated by any preference for any specific product supplier.

### **LINKS TO OTHER WEBSITES**

This site, from time to time, provides links to other websites that we think might be of interest to our users. Please note that when you click on one of these links, you may be moving to another provider's website. These linked sites and their providers are not controlled by us, and we are not responsible for the contents or the proper operation of any linked site. The inclusion of any link does not imply our endorsement. We encourage you to read the terms of use and privacy statements of these linked sites as their policies may differ from ours.

### **PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2002**

The Promotion of Access to Information Act 2 of 2002 (Section 51) allows people an opportunity to obtain information and documents from the Government and from businesses when this is needed. The PAIA makes it clear that people may only request information for legitimate reasons such as the protection of a right or similar and that

a company may refuse to disclose information that is confidential or secret or if the information concerns a third party such as an employee. One of these obligations is to make available a manual that provides certain business information as well as a process for interested parties to apply for access to certain information under the control of AOS. AOS has compiled such a manual, which is available upon request.

### **ELECTRONIC COMMUNICATION DISCLAIMER**

Legal Notice: Any electronic communication sent from an email address of the Phoenix Group of Companies is confidential and intended solely for the use of the individual to who it is addressed. Disclosing, copying or distributing the contents of this document is prohibited. Anyone who does not abide by this could be in breach of copyright and possibly signed agreements between the Phoenix Group of Companies and the party concerned.

The Phoenix Group of Companies obtains information for from sources, which it considers reliable, but the Phoenix Group of Companies does not guarantee the accuracy or completeness of its information contained therein. The Phoenix Group of Companies makes no warranties, expressed or implied, as to the results obtained by any person or entity from use of its information, and makes no warranties or merchantability or fitness for a particular purpose. In no event shall the Phoenix Group of Companies be liable for indirect or incidental, special or consequential Damages, regardless of whether such damages were foreseen or unforeseen. the Phoenix Group of Companies shall be indemnified and held harmless from any actions, claims, proceedings, or liabilities with respect to its information and analysis.