



## FSP Contract Checklist

Entity Name

### General Requirements

- Completed Contract (Including Annexures)
- Proof of Bank Details (Cancelled cheque or Bank Statement)
- Proof of VAT Registration (VAT Registration Certificate)
- Copy of Financial Services Board License

### Requirements for Sole Proprietor

- Copy of ID Document
- Proof of Residence less than 3 months old (eg: utility bill, telephone bill)

### Requirements for SA Companies

- Certificate of Incorporation CM1
- Notice of Registered Office and Postal Address CM22
- Proof of Residence less than 3 months old (eg: utility bill, telephone bill)
- Proof of Authority to act for company (Board Resolution)
- Copy of ID / Passport (iro each director and all authorized signatories)
- Proof of Residence (iro each director and all authorized signatories)

### Requirements for SA Close Corporation

- Founding Statement and Certificate of Incorporation CK1
- Amended Founding Statement CK2
- Proof of Residence less than 3 months old (eg: utility bill, telephone bill)
- Proof of Authority to act for close corporation (Board Resolution)
- Copy of ID / Passport (iro each member and all authorized signatories)
- Proof of Residence (iro each member and all authorized signatories)

### Requirements for SA Partnerships

- Partnership Agreement
- Proof of Authority to act for partnership
- Copy of ID / Passport (iro each partner and all authorized signatories)
- Proof of Residence (iro each partner and all authorized signatories)



## FSP Contract Application

Kindly complete all relevant sections in full. The applicant must initial all amendments made to this form. Please email all pages of this form together with any required supporting documents to our new business service center at [business@sabullion.co.za](mailto:business@sabullion.co.za) or fax to 0865047857

Step 1

FSP Details

### Sole Proprietor

|                                   |                             |                          |                          |                             |
|-----------------------------------|-----------------------------|--------------------------|--------------------------|-----------------------------|
| Title                             | <input type="text"/>        | First Name(s)            | <input type="text"/>     |                             |
| Surname                           | <input type="text"/>        | Identity No.             | <input type="text"/>     |                             |
| Date Of Birth                     | <input type="text"/>        | Passport No.             | <input type="text"/>     |                             |
| Nationality                       | <input type="text"/>        | Income Tax No.           | <input type="text"/>     |                             |
| Street Address                    | <input type="text"/>        |                          |                          |                             |
| Postal Code                       | <input type="text"/>        | Country                  | <input type="text"/>     |                             |
| Postal Address                    | Same as Residential Address | Yes                      | <input type="checkbox"/> | No <input type="checkbox"/> |
| Postal Address                    | <input type="text"/>        |                          |                          |                             |
| Postal Code                       | <input type="text"/>        | Country                  | <input type="text"/>     |                             |
| Telephone Work                    | <input type="text"/>        | Telephone Home           | <input type="text"/>     |                             |
| Mobile                            | <input type="text"/>        | Fax                      | <input type="text"/>     |                             |
| Email Address                     | <input type="text"/>        |                          |                          |                             |
| Preferred method of communication | Email                       | <input type="checkbox"/> | Post                     | <input type="checkbox"/>    |

### Legal Entity

|                 |  |                |                      |
|-----------------|--|----------------|----------------------|
| Type of Entity  | <input type="text"/>   |                |                      |
|                 | <small>Indicate if SA Company / Close Corporation / Trust / Partnership / Other (Please specify)</small> |                |                      |
| Registered Name | <input type="text"/>   |                |                      |
| Reg. Number     | <input type="text"/>   | Income Tax No. | <input type="text"/> |
| Contact Person  | <input type="text"/>   |                |                      |
| Street Address  | <input type="text"/>   |                |                      |
| Postal Code     | <input type="text"/>   | Country        | <input type="text"/> |

### Legal Entity (continued)

|                                   |                             |                          |                          |                          |                          |
|-----------------------------------|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Postal Address                    | Same as Residential Address | Yes                      | <input type="checkbox"/> | No                       | <input type="checkbox"/> |
| Postal Address                    | <input type="text"/>        |                          |                          |                          |                          |
| Postal Code                       | <input type="text"/>        | Country                  | <input type="text"/>     |                          |                          |
| Telephone Work                    | <input type="text"/>        | Mobile                   | <input type="text"/>     |                          |                          |
| Email Address                     | <input type="text"/>        |                          |                          |                          |                          |
| Preferred method of communication | Email                       | <input type="checkbox"/> | Post                     | <input type="checkbox"/> |                          |

Kindly complete Annexure B in respect of each director; member, trustee or authorised representative or person holding more than 25% or more of the voting rights.

### Step 3

### Bank Details for Payment of Fees

|  |   |   |  |
|--|---|---|--|
| Bank Name  | <input type="text"/>                    | Branch Code                             | <input type="text"/>                         |
| Account Name   | <input type="text"/>                    | Account No.                             | <input type="text"/>                         |
| Account Type:  | <i>Current</i> <input type="checkbox"/> | <i>Savings</i> <input type="checkbox"/> | <i>Transmission</i> <input type="checkbox"/> |
| Information below only required from international FSP's |   |   |  |
| SWIFT Code:  | <input type="text"/>                    | IBAN No.                                | <input type="text"/>                         |

### Status with Financial Services Board and SA Revenue Services (applicable to South African FSP's only)

Are you registered for VAT? *Yes*  *No*

FSP License Number with FSB

Are you registered for FAIS license category 1.18 (Deposits as defined in the Banks Act - 12 months or less)

*Yes*  *No*

#### In respect of FAIS category 1.18 (Deposits as defined in the Banks Act—12 months or less)

SA Bullion I.S. is licensed to provide an advisory and intermediary service in respect of FAIS licence category 1.18. Where the FSP applying for a FSP contract with SA Bullion I.S. is not licensed to render client advice in respect of category 1.18 (Banking products 12 months and under) then SA Bullion I.S. assumes the responsibility to render the client with focused advice specifically relating to the opening of the Nedbank call bank account under the SA Bullion I.S. product, the The BullionGold Facility in accordance with the FAIS Act.

### Terms and Conditions

Once SA Bullion I.S. has signed this contract and confirmed to you in writing that the contract is concluded, you will be able to submit application forms (in the format prescribed or approved by SA Bullion I.S.) for the SA Bullion I.S. Products (as defined in Annexure C). You may only submit application forms subject to your remaining an authorised Financial Services Provider, or representative, in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002 ("FAIS"). You are not being appointed and may not in any way whatsoever hold yourself out as an agent, representative or employee of SA Bullion I.S. You acknowledge that no relationship of agency has or will come about through your contract with SA Bullion I.S. or on account of the payment of fees to you as agreed between you and your client. You hereby indemnify and hold SA Bullion I.S. harmless against any claim against or loss suffered by SA Bullion I.S. on account of your misrepresenting your status to any investor or acting negligently or fraudulently in any way. If SA Bullion I.S. reasonably expects that it may have a claim against you under this indemnity, it may, in its sole discretion, withhold any fees due to you until the dispute has been determined whereafter set off may occur. SA Bullion I.S. undertakes to provide you with information on the SA Bullion I.S. Products and to supplement this information as and when changes to the SA Bullion I.S. Products take place, as requested and reasonably required by you to provide a financial service in respect of these products. SA Bullion I.S. will supplement this information as and when changes to the aforementioned SA Bullion I.S. Products take place, as requested and reasonably required by you to provide a financial service in respect of these products. You may not publish or circulate any printed or written matter concerning SA Bullion I.S. for purposes of publication and circulation. You should not assume, without first confirming with SA Bullion I.S. that any promotional material older than 60 days is still current and relevant. Further up to date information about SA Bullion I.S. may be obtained from [www.sabullion.co.za](http://www.sabullion.co.za) or by contacting SA Bullion I.S. SA Bullion I.S. will not be responsible for any information about SA Bullion I.S. that has not been obtained directly from SA Bullion I.S. or from the aforementioned website. Your contract will continue at the discretion of SA Bullion I.S. until terminated by written notice. Should you contravene these terms and conditions in any way whatsoever, your contract will terminate immediately and automatically. You choose as your domicilium citandi et executandi for all purposes in terms hereof the physical address provided by you above. Where applicable, SA Bullion I.S. will advise you of the number ("Code") assigned to you under this contract.

## Terms and Conditions (continued)

Your Code must appear on every application form or other instruction form submitted to SA Bullion I.S. on behalf of investors. Failure to provide your Code may result in delays in the payment of fees or even in the processing of the investment. Unless you provide separate documentary proof of your mandate to sign any such form on behalf of an investor, completed investment application forms must be signed by the investor himself. You may not permit an investor or prospective investor to sign incomplete or blank forms which require the completion of details at a later stage. You may not require of or advise an investor to waive any of his rights in terms of any legislation. SA Bullion I.S. reserves the right to report to and liaise with any investor in accordance with the contact information submitted on any application form or other instruction form. Any investment amount must be paid into the relevant account for the SA Bullion I.S. Product being applied for simultaneously with the application form being submitted, or as otherwise stated in the application form, and proof of payment provided. Payment may be made via a direct deposit, electronic bank transfer or debit order. You should not mail cheques, or advise any investor to mail cheques in payment to SA Bullion I.S. who will only accept responsibility for payments, howsoever made, once received in its bank account. SA Bullion I.S. shall pay fees to you, as agreed between you and your client within the parameters set by SA Bullion I.S. (as evidenced through completion of the relevant section of the investment application form, as signed by the client) once the investments have been accepted and payment therefore has been received. You will not be entitled to any payment of fees if the client withdraws his/her authorisation of payment to you. For The BullionGold Facility and BarakaGold Facility product: Single Investments: Initial Fees earned on Single Investments that are received from Friday to Thursday, will be paid weekly on the following Friday (provided that this is a business day - otherwise on the first business day thereafter). Recurring Monthly Premium Investments Initial Fees earned on Recurring Debit Order Investments will be paid monthly on the 3rd Friday of the month (provided that this is a business day - otherwise on the first business day thereafter). Annual Fees earned will be paid monthly on the 3rd Friday of the month (provided that this is a business day - otherwise on the first business day thereafter). \* In all instances above, payments will be made by means of an electronic bank transfer into the bank account on record. SA Bullion I.S. is entitled to change the processing and payment dates and minimum amounts on written notice. SA Bullion I.S. will inform the FSP of any delays that may occur in payment of the fees. Fee Statements together with the payment advice for the relevant fee cycle will be submitted via email on the date that payment is processed. SA Bullion I.S. shall not be held responsible or liable for any delay in the payment of fees if your details are entered incorrectly above or on any investment application form. In the event of a dispute, as to who is entitled to fees or to whether fees are due, in respect of any investment, SA Bullion I.S. may, in its sole discretion, withhold payment until the dispute has been resolved. No fees will be paid in advance of receipt of any investment. SA Bullion I.S. may reverse any fees paid to you should SA Bullion I.S., for any reason whatsoever, be obliged to refund the amounts paid. If the reversal is within 14 days of the fee payment, you hereby authorise SA Bullion I.S. to debit your bank account with the relevant amount. If the reversal takes place after the 14-day period, you then undertake to immediately refund SA Bullion I.S. the amount paid to you. SA Bullion I.S. will provide you with a monthly statement of the investments held by your clients in the SA Bullion I.S. Products, any transactions in respect thereof during the month, and the fees, if any, earned for the month. SA Bullion I.S. may, in its sole discretion, alter the parameters for fees as applicable to SA Bullion I.S. Products from time to time. You will be informed in writing of any such change. Existing agreed fees will not be affected except where SA Bullion I.S. may be required by a regulatory authority to amend such fee structure, in which case the amended structure may apply to applications received by SA Bullion I.S. prior to notification of change. You may not at any time pay, offer to pay or cause to be paid any monetary amount or consideration in lieu thereof, whether directly or indirectly, to any employee of SA Bullion I.S. respect of any investment made or to be made in any SA Bullion I.S. Product and in particular, in respect of any fees paid or to be paid to you for any investment, and irrespective of who completed the application for such investment. Should you be convicted of fraud, theft or perjury or any other crime involving dishonesty, or be found guilty in any enquiry or proceedings, including any disciplinary hearing, of unprofessional conduct, or your authorisation in terms of FAIS be suspended, withdrawn, or lapsed, your contract will immediately and automatically lapse and you undertake to immediately inform us of this in writing. SA Bullion I.S. may request any documentary proof it may require from you and/or your representatives for the purposes of this agreement. In your capacity as the primary accountable institution (with SA Bullion I.S. being the secondary accountable institution), you undertake to establish and verify the identity of mutual clients in accordance with S21 of the Financial Intelligence Centre Act, 38 of 2001 ("FICA"), and to keep records of such identification and verification according to the provisions of S22 of FICA. You and/or your representatives undertake to familiarise yourself with and act in accordance with the requirements of any relevant legislation, including but not limited to, the FAIS and subordinate legislation/codes thereto and FICA, when marketing SA Bullion I.S. Products, specifically with regards to any disclosure and record-keeping requirements. It is your responsibility to evaluate and ensure that all your employees, mandate holders or representatives involved in the provision of a financial service, act in accordance with legislation.

Financial Advisor bank account for collection of initial and on-going fees;

The FSP instructs SA Bullion Investor Services to open a call bank account under the main SA Bullion Investor Services (Pty) Ltd Agent account with Nedbank (or its successor in title) which will be in the name of the FSP. The FSP hereby furnishes SA Bullion Investor Services (Pty) Ltd with the necessary authority to deposit all initial and on-going financial advisory fees due to the financial advisor into this account and to remit payment of all accumulated fees together with the interest earned there-on into the bank account provided in this FSP Contract Application Form in accordance with the fee payment cycle detailed in the terms and conditions of the FSP Contract Application.

Nedbank Call account mandate: Nedbank Corporate; Corporate Saver Division; Reg No. 1951/00009/06; Nedbank Limited Corporate Saver Mandate, Made and entered into by and between SA Bullion I.S. and the client. The FSP instructs SA Bullion I.S. to open a call bank account under the main SA Bullion I.S. Agent account with Nedbank (or its successor in title) which will be in the name of the FSP for the purpose of fulfilling the objectives as described in the Client Mandate. The client understands that they will not be able to transact directly via other Nedbank branches or Head Office. All transactions must be addressed to and actioned by SA Bullion I.S.. The client will receive bank statements emailed directly from Nedbank Limited on a monthly basis and will be granted online access to view the account. It is recorded that SA Bullion I.S. is an accountable institution in terms of the Financial Intelligence Centre Act, No. 38 of 2001 (FICA) and is obliged to comply with the provisions of FICA, which provisions, inter alia require SA Bullion I.S. to establish and verify the identity of its clients. The client agrees to provide to SA Bullion I.S. all of the supporting, verification and other documentation prescribed in terms of FICA and as required by SA Bullion I.S. By offering the Corporate Saver product, SA Bullion I.S. is rendering an intermediary service as contemplated in the Financial Advisory and Intermediary Services Act, No.37 of 2002 (FAIS) and by collecting or accounting for moneys payable by the client to a product supplier in respect of a financial product, SA Bullion I.S. acts as agent of the client. The client in instructing SA Bullion I.S. to render the intermediary service and to deposit the client's money with Nedbank, is acting as principal, thereby creating and establishing a banker-customer relationship between the client and Nedbank. SA Bullion I.S. does not benefit from this arrangement in any way and does not earn any fees or interest from Nedbank Limited. The FSP receives the full interest at a rate set by Nedbank Limited on any capital balance in the Clients' Nedbank call bank account.

### Declaration

I/We warrant that the information provided herein is true and correct. I/We undertake to advise SA Bullion I.S. in writing should any of the details completed herein change subsequent to signature hereof. I/We acknowledge and accept that it is my/our responsibility to ensure that this form has been completed correctly and fully and confirm that I/we are not signing it with any section left blank, except where a section has been struck through where not applicable. SA Bullion I.S. shall not be liable for any loss or damage that I/we may suffer on account of incorrect or fraudulent information later inserted or of any unauthorised amendments to this form. I/We acknowledge that I/we have received, read and understood the information provided by SA Bullion I.S. in respect of SA Bullion I.S. product(s) listed in Annexure C. I/We accept that SA Bullion I.S. reserves the right to authorise my/our identity via a credit bureau. 6. SA Bullion I.S. reserves the right not to agree to a contract for whatever reason. I/We acknowledge and accept that the contract will only be concluded when an authorised representative of SA Bullion I.S. has signed this document and I/we have received confirmation in writing from SA Bullion I.S. that the contract has been concluded.

## Step 4

## Authorisation Declaration

I / We warrant that the information contained herein is true and correct, and that, where this application is signed in a representative capacity, I / We have the necessary authority to do so and that this transaction is within my / our powers. I / We understand that this completed form constitutes the entire agreement between SA Bullion and Myself / Ourselves.

On behalf of the FSP duly authorised;

On behalf of SA Bullion duly authorised;

Name:

Name:

Signature:

Signature:

## Annexure A

In terms of the Financial Intelligence Centre Act 38 of 2001, and the regulations thereto, SA Bullion Investor Services is compelled to identify and verify the identity of its clients. The persons listed below must attach to their investment form(s) the documentation as set out. Entities listed on a recognised securities exchange and Income Tax Act-approved pension, provident and retirement annuity funds are exempt from these requirements.

### **1. South African citizens and residents (Natural Person)**

- 1.1) ID document containing a photo, full names, date of birth and ID number (a passport containing the above information will only be accepted with written substantiation).
- 1.2) A document less than 3 months old containing residential address that is a utility bill, bank statement, rates account or tax invoice.

### **2. Foreign Nationals (Natural Person)**

- 2.1) A passport containing a photo, full names, date of birth and ID number.
- 2.2) A document less than 3 months old containing residential address that is a utility bill, bank statement, rates account or tax invoice.

### **3. Legal Incapacity or Third Party Representing another Individual (Natural Person)**

- 3.1) ID document/passport as set out in 1.1 and 2.1 above in respect of both parties.
- 3.2) Proof of authority to act eg power of attorney, mandate, resolution or court order.

### **4. South African Companies**

- 4.1) Certificate of Incorporation (CM1), and Notice of Registered Office and Postal Address (CM22) containing Registrar's stamp and signed by the Company Secretary.
- 4.2) A document less than 3 months old containing trade name and business address that is a utility bill, bank statement, rates account or tax invoice.
- 4.3) ID document/passport as set out in 1.1 and 2.1 above in respect of the manager, all authorised representatives, all individuals holding 25% or more of the voting rights at a general meeting.
- 4.4) Proof of authority to act for the company eg a directors' resolution.
- 4.5) Applicable documents referred to in 4.1/4.2 or 5.1/5.2 or 6.1/6.2 or 7.1 or 8.1 or 9.1 in respect of institutions holding 25% or more of the voting rights at a general meeting.

### **5. South African Close Corporations**

- 5.1) Founding Statement and Certificate of Incorporation (CK1) and Amended Founding Statement (CK2) if applicable, containing Registrar's stamp and signed by an authorised representative/employee.
- 5.2) A document less than 3 months old containing trade name and business address that is a utility bill, bank statement, rates account or tax invoice.
- 5.3) ID document/passport as set out in 1.1 and 2.1 above in respect of each member and all authorised representatives.
- 5.4) Proof of authority to act for the close corporation eg a members' resolution.

### **6. Foreign Companies**

- 6.1) Official document from foreign regulator witnessing incorporation, bearing the name, number and address.
- 6.2) A document less than 3 months old containing SA and foreign trade names and business address that is a utility bill, bank statement, rates account or tax invoice.
- 6.3) ID document/passport as set out in 1.1 and 2.1 above in respect of the SA manager, all authorised representatives, all individuals holding 25% or more of the voting rights at a general meeting.
- 6.4) Proof of authority to act for the company eg a directors' resolution.
- 6.5) Applicable documents referred to in 4.1/4.2 or 5.1/5.2 or 6.1/6.2 or 7.1 or 9.1 in respect of institutions holding 25% or more of the voting rights at a general meeting.

### **7. Other Legal Persons (Club, Association, Body Corporate, Retirement Fund)**

- 7.1) The constitution or other founding document in terms of which legal person is created.
- 7.2) ID document/passport as set out in 1.1 and 2.1 above in respect of all authorised representatives.
- 7.3) Proof of authority to act for legal person.

### **8. Partnerships**

- 8.1) Partnership agreement.
- 8.2) ID document/passport as set out in 1.1 and 2.1 above in respect of all partners, authorised representatives or persons exercising executive control.
- 8.3) Proof of authority to act for partnership.
- 8.4) Applicable documents referred to in 4.1/4.2 or 5.1/5.2 or 6.1/6.2 or 7.1 or 9.1 in respect of any institutional partners or an institution exercising executive control.

### **9. Trusts**

- 9.1) The main deed or other founding document (eg a will).
- 9.2) Letters of authority from Master (SA trust) or foreign regulator (foreign trusts) to trustees.
- 9.3) ID document/passport as set out in 1.1 and 2.1 above in respect of an individual founder of the trust, each individual trustee, each individual beneficiary, all authorised representatives, or details of how beneficiaries are determined if not mentioned by name.
- 9.4) A death certificate where founder died or certificate of deregistration where founder ceased to exist.
- 9.5) Applicable documents referred to in 4.1/4.2 or 5.1/5.2 or 6.1/6.2 or 7.1 or 9.1 in respect of any institutional beneficiaries, any institutional trustees or institutional founder of the trust, or details of how beneficiaries are determined if not mentioned by name.
- 9.6) Copy of a SARS document bearing investor's name and tax number

## Annexure B

Natural Person

Legal Entity

*Indicate Role*

Joint Investor

Power of Attorney to Act

Director

Member of CC

Trustee

Authorised Representative

Partner

Other (Specify below)

If Other (please provide description)

**Natural Person** (if more than 1 person kindly complete annexure B for additional persons)

Title

First Name(s)

Surname

Identity No.

Date Of Birth

Passport No.

Nationality

Income Tax No.

Street Address

Postal Code

Country

Postal Address

Same as Residential Address

Yes

No

Postal Address

Postal Code

Country

Telephone Work

Telephone Home

Mobile

Fax

Email Address

Preferred method of communication

Email

Post

**Institutional Investor**

Type of Entity

Indicate if SA Company / Close Corporation / Trust / Partnership / Other (Please specify)

Registered Name

Reg. Number

Income Tax No.

Contact Person

Street Address

Postal Code

Country

Postal Address

Same as Residential Address

Yes

No

Postal Address

Postal Code

Country

Telephone Work

Mobile Number

1. SA Bullion Investor Services Products
  - 1.1 Products offered through SA Bullion Investor Services (Pty) Ltd
    - The BullionGold Facility
    - The BarakaGold Facility