



Standard Bank

**Application to be approved as a distributor of
Standard Bank Offshore Group Products and Services
for Master / Sub Agents**

Section 1: Applicant Company details

1.1 Company details

Business name	
Trading name (if different from above)	
Applicants business / company registration number ¹	
Jurisdiction where business / company is registered	

¹ Please provide a certified copy of your certificate of incorporation (or equivalent doc)

Date business established	
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1.2 Registered address

Line 1	
Line 2	
Line 3	
Line 4	
Post code / Zip code	
Country	

1.3 Correspondence address (if different from above)

Line 1	
Line 2	
Line 3	
Line 4	
Post code / Zip code	
Country	

1.4 Contact details

Telephone number	
Fax number	
Website address	
Email	
Principal contact name	
Are you an independent or are you part of a network / group?	<input type="checkbox"/> Independent <input type="checkbox"/> Part of a network / group ³
Please state the name of the network / group (if applicable)	

³An authorised signatory of the network / group you are a member of must sign the declaration on page 6.

Section 1: Applicant Company details continued

1.5 Business / Company activity

In which regions do you intend to promote or sell Standard Bank's products and services?	<input type="checkbox"/> Africa <input type="checkbox"/> Latin America <input type="checkbox"/> Australasia <input type="checkbox"/> Middle East <input type="checkbox"/> Other (specify)	<input type="checkbox"/> Europe <input type="checkbox"/> South Africa <input type="checkbox"/> Far East <input type="checkbox"/> UK
Please describe your target clients' i.e. Expats, Trust and Companies, Local residents		
What are your promotional sources of new business?	<input type="checkbox"/> Advertising <input type="checkbox"/> Recommendations from existing clients <input type="checkbox"/> Other (specify)	<input type="checkbox"/> Presentations to prospective clients <input type="checkbox"/> Referrals from other firms
Please give details of any other institutions you provide introductions to		

Section 2: Declaration

In any jurisdiction that you deal in and / or are based has the business, or any person involved with it, ever been, or is in the process of being:

- Investigated by legal, fiscal or regulatory authorities for any unprofessional behaviour relating to business they have been involved in? Yes No
- Refused a licence or authorisation to carry out business similar to that now involved in? Yes No
- Subject to any agency agreement, terms of business, appointed representative status or regulatory authorisation being refused, cancelled or suspended? Yes No
- Prosecuted in any criminal or civil action, or had any proceedings instituted against it or them? Yes No
- Subject to any judgement of debts, compulsory liquidation or bankruptcy, or seizure to them? Yes No
- Dissolved, struck off, wound up or terminated? Yes No

If any of the answers to the above is yes then please use the space below to provide further information. If there is insufficient space on this page please provide this information on a separate sheet of paper.

Section 3: Regulatory details

Are you regulated by any financial regulatory authorities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you are not regulated please indicate the reason i.e. no regulation exists in this jurisdiction		
If yes, please provide full details		
Name of regulatory authority		
Registration number		
For how long has your business been regulated?	years	months
Is this registration with a self regulatory body or is it formally required?		
Please provide full contact details of the person responsible for your compliance		
Please name who is responsible for compliance within your business / company		
Telephone number		
Email address		
If you are unregulated would you please briefly describe your client take-on process, including the know your client due diligence processes that you follow		

⁴Please provide a copy of the certificate issued by your regulator or your regulators website address

Section 4: Directors details (due diligence is required on all)

	Director 1	Director 2 (if applicable)
Full name (including title)		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth		
Place of birth		
Nationality		
Professional qualifications (specify)		
Membership to a professional body (specify)		
	Director 3 (if applicable)	Director 4 (if applicable)
Full name (including title)		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth		
Place of birth		
Nationality		
Professional qualifications (specify)		
Membership to a professional body (specify)		

If there is insufficient space on this page please provide this information on a separate sheet of paper.

Section 5: Shareholders details (due diligence is required on all)

	Shareholder 1	Shareholder 2 (if applicable)
Name		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth (dd-mm-yyyy)		
Place of birth		
Nationality		
Ownership (as a percentage)		
Are share certificates held in bearer form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Shareholder 3 (if applicable)	Shareholder 4 (if applicable)
Name		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth (dd-mm-yyyy)		
Place of birth		
Nationality		
Ownership (as a percentage)		
Are share certificates held in bearer form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If there is insufficient space on this page please provide this information on a separate sheet of paper.



1. DEFINITIONS

In this Agreement any capitalised terms shall, save where the context requires otherwise, bear the meaning ascribed to them in the attached Standard Terms of Business for the acceptance of introduced business (the "Standard Terms of Business").

2. AGREEMENT

2.1 The Introducer and SBOG hereby agree to be bound by the terms of this Agreement and the Standard Terms of Business.

2.2 The Introducer and SBOG agree and acknowledge that this Agreement is supplemental to and must be read in conjunction with the Standard Terms of Business. In the event of any conflict between this Agreement and the Standard Terms of Business, the provisions of this Agreement shall prevail.

3. APPOINTMENT

3.1 SBOG hereby appoints the Introducer to distribute Products and effect the introduction of Clients to the regulated subsidiaries in SBOG.

3.2 The Introducer hereby accepts its appointment on the terms of this Agreement and the Standard Terms of Business.

3.3 Pursuant to its appointment hereunder the Introducer agrees that it shall only distribute such Products as are set out in the Annex hereto. The Introducer may not and hereby agrees not to distribute any SBOG Product not set out in the Annex hereto, unless it has obtained the prior express written consent of SBOG.

4. INTERMEDIARIES

4.1 The Introducer may not appoint any Intermediaries or any other third party to perform any of its obligations in terms of this Agreement (including any Subsidiaries) without the prior written consent of SBOG. Such consent shall be subject to such conditions as SBOG may require, which will include such Intermediary or third party accepting and being bound by the terms of this Agreement and the Standard Terms of Business (by completing and signing the form attached hereto as Annexure B) and providing all due diligence information requested by SBOG.

4.2 Notwithstanding SBOG's consent, any permitted sub-contracting shall not relieve the Introducer of any of its obligations under this Agreement.

Executed and agreed for and on behalf of the Introducer:

Form for Applicant 1 with fields for Printed name, Signature, and Date (dd/mm/yyyy).

Form for Applicant 2 with fields for Printed name, Signature, and Date (dd/mm/yyyy).

I confirm hold full due diligence on file for the above mentioned member (insert network / group name)

Form for Authorised signature (of network / group) with fields for Printed name, Signature, and Date (dd/mm/yyyy).

Annexure A - Products

The following products may be distributed in accordance with the terms of this Agreement and the Standard Terms of Business:
- Current / Call accounts, including a Visa debit card where applicable to the product
- Savings accounts, including Fixed Term Deposit accounts
- Structured Products
- Funds
- Investment Portfolios
- Offshore trusts and companies
Details of the underlying products may be provided on our website (www.standardbank.com/international), in our literature, by telephone or email, and may be amended from time to time. We reserve the right to withdraw or add products/product types at our sole and absolute discretion.

Owner's initials [] []

Documentation checklist

Please ensure all the below details are enclosed to ensure there is no unnecessary delay in processing your application.

- Completed application form
- Business letterhead
- Certified certificate of incorporation
- Certified copy of a certificate of good standing (if incorporated longer than 12 months)
- Certified copies of share certificates in issue
- Certified memorandum and articles of association
- Certified copy of regulators certificate or details of where we can obtain proof of regulation
- Certified copy of Directors register
- Certified copy of Shareholders register
- Copies of any published audited financial statements (if applicable)
- ID and address verification for all Directors (certified copies)
- C.V's of all shareholders / directors
- Organisation chart
- Signed business acceptance letter

Thank you for your assistance.

The information given in this application will be used for the internal purposes of Standard Bank Offshore Group Limited only and will not be made available to third parties without your explicit consent. Should further information be required to process your application we will be in contact shortly.

1. DEFINITIONS

1.1 In these Terms of Business the following words and expressions shall, except where the context otherwise requires, have the meanings respectively ascribed to them:

"Affiliate" means in relation to a person, a Subsidiary or Holding Company of that person or a Subsidiary of any such Holding Company;

"Anti-Corruption Laws" means:

- (a) the United Nations Convention against Corruption;
- (b) the United States Foreign Corrupt Practices Act of 1977 as amended;
- (c) the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation;
- (d) the relevant common law or legislation from time to time in force in England and Wales, including without limitation the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001, Criminal Finances Act 2017, and/or Criminal Law Act 1977 as amended);
- (e) the relevant common law or legislation from time to time in force in Jersey, including without limitation the Corruption (Jersey) Law 2006;
- (f) the relevant common law or legislation from time to time in force in the Isle of Man, including without limitation the Bribery Act 2010;
- (g) and the relevant law or legislation from time to time in force in Mauritius, including without limitation the Prevention of Corruption Act 2002; and
- (h) any anti-Bribery related provisions in criminal and anti-competition laws and/or or anti-Bribery or anti-corruption laws of any jurisdiction in which the Introducer or SBOG operates;

together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction;

"Applicable Regulations" means all applicable laws, rules and regulations as in force from time to time including without limitation the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), any anti-money laundering legislation, any data protection legislation and any rules of a relevant regulatory authority in the jurisdiction in which the SBOG entity you have contracted with is located;

"Asset Management" means asset management services designed to meet the requirements of Clients;

"Banking" means the provision of a range of banking products offered to Clients;

"Business Day" means any day on which banks in Jersey or the Isle of Man, as appropriate, are generally open for business, other than weekends and local bank holidays;

"Clients" means those persons or entities to whom the Introducer distributes or intends to distribute Products in accordance with the terms of Standard Terms of Business Acceptance Letter and these Terms of Business;

"Custody Services" means the provision of a service for holding securities and other documents of title on behalf of Clients;

"Distribution" or **"distribute"** means the marketing of, and solicitation of offers to buy, the Products by the Introducer to a Client for the purpose of effecting an Introduction according to the provisions of these Terms of Business;

"Excluded Clients" means any Client who is an existing client of the SBOG entity to which an Introduction is being made;

"Fees" means the fees payable to You by SBOG as agreed between SBOG and You from time to time;

"Government" or **"Government Entity"** means, wherever situated in the world: any department, agency, instrumentality, subdivision or other body of any federal, regional or municipal government, public or local authority, any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party;

"Government Official" means an employee or official of any Government or Government Entity, as defined above, and any candidate for public office;

"Holding Company" means, in relation to a company or body corporate, any other company or body corporate in respect of which it is a Subsidiary;

"Intermediary" means an agent, sales agent, commission agent, distributor, reseller, consultant, representative or any other third party with whom the Introducer transacts business and is authorized to act in any way on the Introducer's behalf;

"Introducer" means the entity providing the Introductions as specified in the relevant Standard Terms of Business Acceptance Letter or Intermediary Acceptance Letter in the form set out in Annexure B;

"Introduction" means the introduction of a potential Client to SBOG by the Introducer for the purpose of investing in Products in accordance with the provisions of these Terms of Business;

"Know Your Customer" means those identification and verification processes that must be undertaken in order to comply with the Applicable Regulations, particularly in relation to anti-money laundering and countering financial terrorism;

"Products" means Current/Call Accounts, including an Offshore Visa Debit Card where applicable to the product, Savings Accounts, including Fixed Term Deposit Accounts, Structured Products, Funds, Investment Portfolios, Offshore trusts and companies, or such other financial products or financial services offered by the regulated subsidiaries in SBOG, or any other third party product or service provider selected by SBOG at its sole and absolute discretion, to the Introducer for distribution to Clients;

"SBOG", for purposes of this agreement, means any of the regulated subsidiary companies of Standard Bank Offshore Group Limited and including Standard Bank Jersey Limited, Standard Bank Offshore Trust Company Jersey Limited, Standard Bank Isle of Man Limited, Standard Bank International Investments Limited, Standard Bank Trust Company (Mauritius) Limited and any other subsidiary of Standard Bank Offshore Group Limited or its successors;

"Standard Terms of Business Acceptance Letter" means the agreement executed by You and returned to SBOG confirming Your agreement to these Terms of Business and any modification to these Terms of Business agreed between us. **"Intermediary Acceptance Letter"** shall mean the same thing in the case of an Intermediary or other third party completing Annexure B hereto;

"Structured Products" means the origination and provision of structured products for Clients;

"Subsidiary" means, in relation to any company or body corporate, any other company or body corporate:

which is controlled, directly or indirectly, by the first-mentioned company or body corporate; or

more than half the voting shares of which are beneficially owned, directly or indirectly, by the first-mentioned company or body corporate; or

which is a subsidiary of another subsidiary of the first-mentioned company or body corporate;

"You", "Your" or "Yourself" means the Introducer.

Each of the Products that You have agreed to Distribute will be set out under an Annex to the Standard Terms of Business Acceptance Letter.

These Terms of Business must be read in conjunction with Your Standard Terms of Business Acceptance Letter. In the event of any conflict between these Terms of Business and the terms of the Standard Terms of Business Acceptance Letter, the terms of the Standard Terms of Business Acceptance Letter will prevail.

2. APPOINTMENT OF THE INTRODUCER

2.1 Subject to the terms of the Standard Terms of Business Acceptance Letter entered into in writing by You, SBOG hereby appoints the Introducer with effect from the date of the Standard Terms of Business Acceptance Letter to act as non-exclusive introducer of Clients to SBOG.

3. INTRODUCTIONS

3.1 You will be under no obligation to SBOG to make an Introduction where Your Client has indicated that they do not want to be introduced to SBOG.

SBOG reserves the right, at its sole and absolute discretion, not to accept Introductions from You.

SBOG may refuse to accept any Client for any reason and may terminate any account with a Client previously accepted for any reason.

You agree not to effect Introductions of Clients to SBOG where it would be unlawful for SBOG to accept such Introduction or enter into transactions with such Client. It is Your responsibility to conduct all necessary due diligence and obtain all necessary professional advice as to the lawfulness in Your jurisdiction or the jurisdiction of Your Clients of effecting Introductions to SBOG.

You shall act as agent for the Clients when placing transactions for Products with SBOG and You accept full responsibility for the authenticity and enforceability of any such transaction placed for a Client.

4. REPRESENTATIONS OF SBOG

4.1 The relevant regulated subsidiary of SBOG shall provide the Introducer with such information in relation to the Products which it deems reasonably necessary for the Introducer to receive with regard to the proper discharge of its duties and functions hereunder or which the Introducer shall reasonably request for such purpose.

The regulated subsidiaries of SBOG shall maintain all requisite licences or approvals required pursuant to the applicable laws and/or regulations in the relevant jurisdiction to carry on the business of providing Products and services to any Clients in relation to whom it accepts an Introduction.

5. INTERMEDIARIES AND SUB-CONTRACTORS

5.1 You may not appoint any Intermediaries or any other third party to perform any of your obligations in terms of this Agreement (including any Subsidiaries) without the prior written consent of SBOG. Such consent shall be subject to such conditions as SBOG may require, including that such intermediary or sub-contractor must accept and be bound by the terms of this Agreement (**by completing and signing the form attached hereto as Annexure B**) and providing all required due diligence information.

5.2 Notwithstanding SBOG's consent, any permitted sub-contracting shall not relieve You of any of Your obligations under this Agreement.

6. DUTIES, REPRESENTATIONS AND UNDERTAKINGS OF INTRODUCER

6.1 You hereby represent, warrant, and undertake to SBOG (which representation, warranty and undertaking shall be deemed to be repeated upon each Introduction of a potential Client to SBOG, and the entry by SBOG into each subsequent transaction with a Client) that:

- (a) You shall comply with, and ensure compliance by all of Your officers, employees and associated persons with, all applicable laws, rules, regulations and customary good market practices in the relevant jurisdiction in undertaking Your obligations under these Terms of Business, including without limitation, in connection with Know Your Customer, anti-money laundering, anti-terrorist financing and/or data protection requirements;
- (b) in performing Your Know Your Customer, anti-money laundering, anti-terrorist financing and/or data protection requirements in relation to the Clients you hereby undertake and agree to comply with any requirements provided to you by SBOG in relation to the discharge of such obligations;
- (c) You shall at all times adhere to the highest ethical standards and comply with and adhere to all anti-bribery and corruption policies notified by SBOG to You from time to time;
- (d) You are an independent firm which has sufficient knowledge and experience in financial and business matters as to be capable of evaluating, on behalf of Your Clients, the risks and merits of an investment in the Products;
- (e) You acknowledge and agree that You shall disclose to the Client any Fees to be paid to You in relation to the Product;
- (f) in effecting any Introduction, You will be solely responsible for providing advice to or exercising a discretion on behalf of Your Client as to the merits of the Client investing into a particular Product, and for ensuring the suitability and appropriateness of that Product for the Client and, for the avoidance of doubt, SBOG will not be responsible for any such matters;
- (g) You have not relied upon (and nor will You represent or imply to the Client that You have relied upon) SBOG or any of their officers, employees or representatives to advise You or the Client as to the financial, legal, regulatory, tax or accounting treatment of the Products. You will have sought such independent financial, legal, regulatory, tax or accounting advice as you consider appropriate before making any decision to distribute any Product;
- (h) where appropriate in relation to the terms of a Product, You will ensure that the Client understands that any capital invested may be at risk, and that any potential returns are subject to the ability of the Product issuer to generate a positive return, and that Clients have no recourse to SBOG should the Product issuer fail

in meeting its financial obligations, save where such Product issuer is SBOG, and subject always to the terms and conditions of the relevant Product; and

- (i) You shall immediately notify SBOG of any actual or threatened investigation or disciplinary or enforcement action or materially adverse criticism made by any applicable Government, governmental agency or regulatory authority with regard to Your conduct as Introducer (except where You are not permitted to do so by any applicable law or regulation).

The representations, warranties and undertakings referred to in this clause 6.1 are also made by You on behalf of, and shall apply equally to, each of Your Subsidiaries, each of Your Intermediaries and each relevant counterparty (if any) and references in the clause 6.1 to "You" shall be construed accordingly.

- 6.2 You agree and acknowledge that You shall not and each of Your Subsidiaries, Your Intermediaries and relevant counterparties agrees and acknowledges that it shall not:
- (a) represent or otherwise hold Yourself or itself (as applicable) out as an agent of SBOG for any purpose;
- (b) incur or purport to incur any liability on behalf of SBOG, or pledge or purport to pledge the credit of SBOG, or
- (c) make any representation on behalf of SBOG;
- 6.3 You, Your Subsidiaries, Your directors, officers, employees, partners (and/or those of your Subsidiaries), Your Intermediaries and relevant counterparties warrant and undertake that you and they have conducted Your and their businesses in compliance with all applicable Anti-Corruption Laws and will continue to so conduct Your and their businesses (as applicable) at all times whilst You are appointed to act as an Introducer. In particular that
- (a) neither You, nor any of Your Subsidiaries, any of Your directors, officers, employees, partners (and/or those of Your Subsidiaries), Your Intermediaries, relevant counterparties, or other person acting on Your behalf, have directly or indirectly, paid, offered, given, promised to pay, or authorised the payment of any money, commission, reward, gift, hospitality, or other inducement (including any facilitation payments) to:
- i. any Government Official;
- ii. any person acting for or on behalf of any Government Official;
- iii. any other person at the suggestion, request, direction of, or for the benefit of any Government Official; or
- iv. any person, company, partnership or other legal entity;
- for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage;
- (b) any funds of the Introducer, whether derived from remuneration from SBOG under these Terms of Business or in connection with any other business transactions involving SBOG or not, have not and shall not be used, whether directly or indirectly, to make payments in contravention of sub-paragraph a. above;
- (c) neither the Introducer nor any of its Subsidiaries, any of its directors, officers, employees, partners (or those of its Subsidiaries), its Intermediaries or relevant counterparties, or other person acting on behalf of the Introducer or any of its Subsidiaries, has directly or indirectly, accepted the payment of any money, commission, reward, gift, hospitality, inducement from any person, company, partnership or other legal entity for the purpose of improperly awarding, giving, maintaining or directing business or to secure or obtain any improper business advantage;
- (d) the Introducer, its Subsidiaries and its directors, officers, employees, partners (and those of its Subsidiaries), its Intermediaries and relevant counterparties have retained complete and accurate financial and accounting books and records;
- (e) the Introducer, its Subsidiaries and its directors, officers, employees, partners (and those of its Subsidiaries), its Intermediaries and relevant counterparties have instituted and maintained adequate appropriate policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with all applicable Anti-Corruption Laws, which for the avoidance of doubt and without limitation, includes undertaking frequent anti-corruption risk assessments (which are periodically refreshed) and implementing sufficient controls to combat any anti-corruption risk identified and upon request will provide SBOG with a copy of the relevant anti-corruption audit and/or monitoring reports within 5 Business Days;
- (f) none of the Introducer's shareholders owning more than 10% of its share capital, directors, officers and employees, is a Government Official and the Introducer has fully disclosed to SBOG any existing family or other relationships between (a) any of its shareholders owning more than 10% of the Introducer's share capital, directors, officers and employees, and (b) any Government Official; and
- (g) the assets of the Introducer have not been, are not, and will not be derived or obtained from or commingled with the proceeds of any activities that are proscribed by any Anti-Corruption Laws.

Without prejudice to the generality of clauses 6.1 to 6.3 above, You will be solely responsible for:

- (a) obtaining all necessary information regarding a Client's knowledge and experience in the investment field relevant to the Product, the Client's financial situation, and the Client's investment objectives, such that You are able to ensure the suitability of Your advice in connection with a proposed Introduction;
- (b) providing the Client with all necessary information (including, but not limited to, in relation to fees, regulatory status, or risks of certain Products) required under the laws and regulation of Your jurisdiction or the jurisdiction of Your Clients and/or SBOG (if different), in connection with You advising the Client on, or effecting, an Introduction.
- (c) ensuring that a proposed Introduction: (i) meets the Client's investment objectives (including without limitation, any investment policies, guidelines, or restrictions applicable to the Client); (ii) is such that the Client is able financially to bear any related investment and liquidity risks consistent with the Client's investment objectives; and (iii) is such that the Client has the necessary experience and knowledge in order to understand the risks involved in the transaction;
- (d) providing to the Client any "suitability report" (howsoever described) required under the laws or regulations of Your jurisdiction or the jurisdiction of Your Clients, in connection with You advising the Client on, or effecting, an Introduction;
- (e) maintaining adequate records of the advice You have provided to Clients and the Introductions You have effected, and, for the avoidance of doubt, SBOG will not be responsible for any such matters; and
- (f) You are solely responsible for evaluating the suitability of any information provided to You in relation to the Products and whether such information is adequate for the purposes of appropriately advising Your Client in respect of a Product. By providing You with documents, information, or marketing materials

to distribute to Your Clients, SBOG does not (and You hereby acknowledge that SBOG does not) make any representation or warranty as to the adequacy, appropriateness or completeness of those documents, information or marketing materials for the purposes of satisfying any obligations to which You are subject under the laws or regulations of Your jurisdiction or the jurisdiction of Your Clients.

7. SELLING RESTRICTIONS

- 7.1 You agree and undertake to SBOG that You and, Your Subsidiaries, Your directors, officers, employees, partners (and/or those of Your Subsidiaries), Your Intermediaries and relevant counterparties (as relevant) have not offered, sold, effected placement of, or otherwise distributed, and agree not to offer, sell, effect placement or otherwise distribute, Products save upon the terms of these Terms of Business and in compliance with all applicable laws and regulations in each jurisdiction in which any such offer, sale, placement or distribution of the Product takes place. You undertake that You, Your Subsidiaries, Your directors, officers, employees, partners (and those of Your Subsidiaries), Your Intermediaries and relevant counterparties will obtain and maintain (as relevant) any licence, consent, approval or permission that is required to offer, sell, place or to otherwise distribute Products under the laws and regulations in force in any jurisdiction to which You, Your Subsidiaries, Your directors, officers, employees, partners (and/or those of Your Subsidiaries), Your Intermediaries and relevant counterparties make or are deemed to make or engage in such Distribution.
- 7.2 You acknowledge that no securities issued in relation to the Structured Products have been nor will be registered under the U.S. Securities Act 1933, as amended (the "Act") and are offered in reliance on an exemption from the registration requirements set forth in Regulations under the Act and section 3(a)(2) of the Act.
- 7.3 You acknowledge that no action will be taken that will permit the offering of any Products in any jurisdiction where any prior action is required pursuant to relevant laws and regulations until such actions have been undertaken and You will not offer, sell, place or to otherwise distribute Products that would be in breach of any such laws or regulations.
- 7.4 You agree that You will comply with any selling restrictions set out in any materials or documentation we provide to You relating to the Products.

8. FEES

- 8.1 SBOG will pay You the Fees applicable for all Introductions (except for Excluded Clients) accepted by SBOG.
- 8.2 SBOG may defer payment of Fees until a total of at least £300.00 or the equivalent in other currencies is due to You.
- 8.3 All Fees will be paid by SBOG into the bank account nominated by You in writing. SBOG has the right to alter and/or vary the Fees payable to You and You will be notified of any such variations and/or alterations in writing before the time of such change.
- 8.4 SBOG has the right at its sole and absolute discretion to disclose to the introduced Client the Fees payable to You from SBOG under the Terms of Business and the Standard terms of Business Acceptance Letter.

9. DOCUMENTATION

- 9.1 You must diligently forward to the Client without amendment any documentation which is supplied to You by SBOG for the benefit of or completion by the Client. You must also diligently forward to SBOG without amendment any documentation which is provided to You by the Client for SBOG including but not limited to due diligence documentation provided in accordance with SBOG's Know Your Customer obligations. In relation to the aforesaid due diligence documentation, it is expressly acknowledged that, notwithstanding the foregoing, if You are eligible to act as a suitable certifier pursuant to the Applicable Regulations, have been appointed to do so by SBOG, and are requested to do so by the Client, you may take certified copies of such documentation and provide the same to SBOG, which will be used by SBOG in connection with the satisfaction of SBOG's Know Your Customer obligations.
- 9.2 You shall undertake, in advance of commencing Your performance of these Terms of Business and at subsequent intervals as required by SBOG, to complete to the satisfaction of SBOG, in its sole and absolute discretion, the requirements of SBOG's Know Your Customer procedures.
- 9.3 Unless otherwise agreed by SBOG in writing, You will: at the request of SBOG forward to SBOG such evidence of identification as SBOG requires, in its sole and absolute discretion, prior to SBOG being obliged to provide any services/Products to introduced Clients, immediately inform SBOG if Your Client terminates their relationship with You, where You know or reasonably believe that the Client still has a relationship with SBOG, keep SBOG informed of any developments or changes concerning the Client which may and/or will impact upon SBOG's ability to provide the applicable service or Product to the relevant Client and act in the utmost good faith throughout.
- 9.4 You must produce to SBOG, if requested, such records, books and accounts as SBOG requires in connection with business effected with SBOG under these Terms of Business and the Standard Terms of Business Acceptance Letter.
- 9.5 Unless prior authorisation is given in writing to You by SBOG, You shall not publish, issue, circulate or in any other way authorise or sponsor any advertisement, advertising matter, circulate letters, forms or other literature printed or otherwise relating to the Products or the business of SBOG, other than those materials supplied to You by SBOG.
- 9.6 Unless prior authorisation is given in writing by SBOG to You, You will not use, nor permit any other person to make use of, SBOG's name in any promotional activity.
- 9.7 You shall not sign or amend documents on behalf of SBOG, nor may You make any contractually binding arrangements on behalf of SBOG.

10. Data Protection and Confidentiality

- 10.1 References to "you" or "your" in this clause 10 refer to any persons related to "you" as an Introducer.
- 10.2 All information regarding your rights in relation to your personal information and our obligations under data protection legislation can be found on our Standard Bank Offshore Group Privacy Statement, available on our website at www.international.standardbank.com/privacy-statement or on request in writing to our Data Protection Officer at the address located at the end of these terms.
- 10.3 If you are in any doubt about your tax or legal position due to your personal information being processed in countries other than where you live, you should get independent advice.
- 10.4 We shall not be liable to you for any loss or damage where we exercise our right or obligation to disclose or withhold information pursuant to lawful order or otherwise in accordance with Applicable Regulations

11. COMPLIANCE

- 11.1 You must advise SBOG immediately in the event that there is any change to Your regulatory status or if Your authorisation under relevant legislation given by Your regulatory body is suspended, restricted, revoked or relinquished. You also undertake to advise SBOG of any factors which may influence the good standing or integrity of You or Your business or its principals, partners, directors or officers.

- 12.2 You agree with and undertake to SBOG that You and, Your Subsidiaries, Your directors, officers, employees, partners (and those of Your Subsidiaries), Your Intermediaries and relevant counterparties (as relevant), comply with all applicable laws, regulations and guidelines in relation to the performance of Your obligations under these Terms of Business and You undertake that You, Your Subsidiaries, Your directors, officers, employees, partners (and those of Your Subsidiaries), Your Intermediaries and relevant counterparties have and will maintain (as relevant) all licences, consents, approvals, permissions necessary for the performance of Your obligations under these Terms of Business and for the Introduction of the Clients You introduce from time to time.
- 12.3 In the event of You acting outside the authorisation of these Terms of Business You will indemnify SBOG against any loss or loss of profit sustained as a result.
- 12. TERMINATION**
- 12.1 These Terms of Business may be terminated without cause by either party giving seven days' notice in writing to the other party.
- 12.2 These Terms of Business may be terminated by SBOG, without liability on SBOG's part, immediately by notice in writing to You in the event of:
- a material breach by You of any terms hereof; or
 - a resolution being passed or an order being made for Your winding up, the appointment of a liquidator, receiver or administrator of the whole or a substantial part of Your assets or undertaking, if You shall enter into a composition or arrangement with Your creditors, if You are declared bankrupt (individual Introducer) or if You are unable to pay Your debts as the fall due (corporate Introducer). You shall notify SBOG immediately of the occurrence of any of the aforesaid events.
- 12.3 These Terms of Business may be terminated immediately by SBOG, without liability on SBOG's part, on the occurrence of any one or more of the following, without prejudice to any other remedies SBOG may have against You and subject only to written notice of termination being given:
- You are subject to any action or legal proceedings taken against You that effect Your assets or revenues;
 - You suspending or ceasing or threatening to suspend or cease Your operations or business where such action in the opinion of SBOG is likely to materially affect Your ability to perform Your obligations under these Terms of Business;
 - You engaging in any act of wilful misconduct which in the opinion of SBOG is or is likely to be prejudicial to the interests of SBOG;
 - the suspension, or cancellation of Your authorisation under any appropriate legislation or Your membership of an appropriate regulatory body or the exercise by any relevant body of any powers of intervention or restriction on the nature of the business You may carry on which prevents or hinders You in providing services under these Terms of Business;
 - a change in the law or regulatory requirements which makes it unlawful for You to act under these Terms of Business;
 - if You fail to act throughout in the utmost good faith.
- Termination of these Terms of Business shall not affect the payment of Fees payable to You by SBOG in respect of Introductions effected by You and accepted by SBOG before such termination other than in exceptional circumstances, such circumstances to be as determined in the sole and absolute discretion of SBOG.
- In the event of SBOG serving notice to terminate these Terms of Business You shall:
- cease promoting the Products of SBOG;
 - immediately return to SBOG all information, including any books, records, documents, computer software and hardware and any other items of property belonging to SBOG in Your possession and procure the immediate return of such property held by Your Subsidiaries, Your intermediaries and relevant counterparties;
 - within 14 days of receipt of notice of termination pay all sums due to SBOG as shall properly be notified to You in writing;
 - if so requested by SBOG inform Your Clients and others of the termination; and
 - if so requested by SBOG supply copies of any documentation and information in Your possession, custody or power which relates to business introduced under these Terms of Business.
- Clause 15 shall continue to have effect between the parties following Termination of these Terms of Business.
- 13. COSTS**
- 13.1 Each party shall bear its own costs and expenses in relation to the execution of these Terms of Business.
- 14. NO AGENCY OR PARTNERSHIP**
- 14.1 Nothing in these Terms of Business shall be construed as giving rise to any relationship of agency or partnership between the parties and that, in fulfilling its obligations hereunder, each party shall be acting entirely for its own account save and except where You are acting for the Client.
- 14.2 You are an agent of the Client (and for the avoidance of any doubt, not of SBOG) in relation to all aspects of the Introduction except insofar as is necessary to give effect to Your personal responsibilities to SBOG as set out herein.
- 15. NOTICES**
- 15.1 Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when forwarded by prepaid or registered post or by facsimile or hand delivery to the other party at the address stated in the Standard Terms of Business Acceptance Letter or such address or contact as each party may from time to time specify by notice to the other.
- 16. AGREEMENT**
- 16.1 These Terms of Business supersede all prior agreements entered into between the parties hereto relating to the provision of services and/or Products and the performance of obligations set out herein.
- 17. EXCLUSION OF LIABILITY AND INDEMNITY**
- 17.1 SBOG shall not be liable for any loss suffered by You in connection with these Terms of Business.
- 17.2 SBOG shall not be liable for any loss suffered by You arising directly or indirectly from any act or default of any other company or person.
- 17.3 Irrespective of whether or not You introduce Clients in relation to any Products, You agree, within three Business Days of demand, to indemnify and to hold harmless SBOG and their respective directors, officers, employees, advisors, representatives and agents (each an "Indemnified Person") from and against any and all claims, damages, losses, liabilities, costs, legal and other expenses (including without limitation legal fees) (all together "Losses") incurred by or awarded against that Indemnified Person, in each case arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened (including without limitation, any action, claim, investigation or proceeding to preserve or enforce rights) in relation to (i) any Distribution by You, and/or Introduction of any Client by You, and/or (ii) any Products (or any transactions contemplated hereby or entered into pursuant to Distribution or Introduction by You which shall include, without limitation, any statement or representation or omission by You in respect of such Product) and in each case whether or not such action, claim, investigation or proceeding is brought by either You, Your creditors or any other person, except where such Losses are found by a court of competent jurisdiction to have resulted directly from the gross negligence or wilful misconduct of the relevant Indemnified Person.
- 18. ASSIGNMENT**
- 18.1 SBOG may at any time assign all or any part of its rights or benefits under these Terms of Business without any consent from You.
- 18.2 Your rights or benefits under these Terms of Business may not be assigned by You without prior written consent from SBOG.
- 19. FORCE MAJEURE**
- 19.1 SBOG shall not be responsible or liable for any failure or delay in the performance of its obligations under these Terms of Business arising out of or caused directly or indirectly by circumstance beyond its reasonable control including, without limitation, acts of God, earthquakes, fires, wars, civil or military disturbances, acts of terrorism, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computers (hardware or software) or communications services, accidents, labour disputes, acts of civil or military authority or governmental actions, provided however that SBOG shall use reasonable endeavours to resume performance as soon as reasonably possible.
- 20. ILLEGALITY AND SEVERABILITY**
- 20.1 If any term or provision of these Terms of Business shall be held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms of Business and the validity and enforceability of the remainder of these Terms of Business shall not be affected.
- 20.2 The parties agree that should any provision of these Terms of Business be invalid or unenforceable as aforesaid then they shall forthwith enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and so to the maximum extent possible, carries out the original intent of the parties as to the point or points in question.
- 21. GOVERNING LAW**
- 21.1 These Terms of Business and any contractual or non-contractual obligations arising from or connected with it shall be governed by the law of the jurisdiction in which the SBOG entity You have contracted with is located and these Terms of Business shall be construed in accordance with such law.
- 22. JURISDICTION**
- 22.1 In relation to any legal action or proceedings arising out of or in connection with these Terms of Business (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts in the jurisdiction in which the SBOG entity you have contracted with is located, and each of the parties waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.
- 23. AMENDMENT TO SPECIFIC TERMS**
- 23.1 SBOG may agree to the amendment or substitution of any of these Terms of Business and any such amendment or substitution shall be set out in the Standard Terms of Business Acceptance Letter.
- 24. THIRD PARTIES**
- 24.1 Save in respect of each Indemnified Person in clause 15 hereto, nothing in these Terms of Business shall confer any right on any third party to enforce or enjoy the benefit of any aspect of these Terms of Business. Without prejudice to the generality of the foregoing, it is not intended that any provision of these Terms of Business shall be enforceable by virtue of the Isle of Man's Contracts (Rights of Third Parties) Act 2001 by any person who is not a party hereto.
- 25. EXCLUSION OF STATUTORY TERMS**
- 25.1 To the extent permitted by law, you agree that no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 and/or the Supply of Goods and Services Act 1996 shall apply to these Terms.

Intermediary Acceptance Letter

Intermediary name, registration details and business address:

Introducer:

1. DEFINITIONS

1.1 In this Agreement any capitalised terms shall, save where the context requires otherwise, bear the meaning ascribed to them in SBOG's Standard Terms of Business for the acceptance of introduced business (the "Standard Terms of Business").

2. AGREEMENT

2.1 The Introducer wishes to appoint the above named Intermediary to fulfil certain of the Introducer's obligations under the attached Standard Terms Acceptance Letter dated _____ (the "Introducer's Acceptance Letter").

2.2 SBOG hereby consents to the appointment of the Intermediary by the Introducer, subject to the terms of this Agreement.

2.3 The Intermediary hereby accepts the appointment and agrees to be bound by the terms of this Agreement, the Introducer's Acceptance Letter and the Standard Terms of Business.

2.4 The Intermediary, the Introducer and SBOG agree and acknowledge that this Agreement is supplemental to and must be read in conjunction with the Introducer's Acceptance Letter and Standard Terms of Business. In the event of any conflict between this Agreement, the Introducer's Acceptance Letter and the Standard Terms of Business, the provisions of this Agreement shall prevail.

2.5 The Intermediary undertakes that it will not do or omit doing anything that will cause the Introducer to be in breach of its obligations under the Introducer's Acceptance Letter and Standard Terms of Business. In particular, the Intermediary:

2.5.1 agrees that it shall only distribute such Products as are set out in the Annex hereto;

2.5.2 agrees that it will not appoint any Intermediaries or any other third party to perform any of its obligations in terms of this Agreement (including any Subsidiaries) without the prior written consent of SBOG. Such consent shall be subject to such conditions as SBOG may require;

2.5.3 hereby repeats the warranties and undertakings referred to in clause 5.1, 5.3 and 9.2 of the Standard Terms of Business;

2.5.4 agrees and acknowledges that it shall not:

2.5.4.1 represent or otherwise hold itself out as an agent of SBOG for any purpose;

2.5.4.2 incur or purport to incur any liability on behalf of SBOG, or pledge or purport to pledge the credit of SBOG, or

2.5.4.3 make any representation on behalf of SBOG.

2.5.5 agrees and undertake to SBOG that it has not offered, sold, effected placement of, or otherwise distributed, and agree not to offer, sell, effect placement or otherwise distribute, Products save upon the terms of the Standard Terms of Business and in compliance with all applicable laws and regulations in each jurisdiction in which any such offer, sale, placement or distribution of the Product takes place. It undertakes that it will obtain and maintain (as relevant) any licence, consent, approval or permission that is required to offer, sell, place or to otherwise distribute Products under the laws and regulations in force in any jurisdiction to which it makes or is deemed to make or engage in such Distribution;

2.5.6 agrees to provide all due diligence information requested by SBOG in order to meet its regulatory obligations in relation to this appointment.

Executed and agreed for and on behalf of the Introducer:

Printed name	
Signature	
Date (dd/mm/yyyy)	/ /

Executed and agreed, duly authorised, for and on behalf of the Intermediary:

Printed name	
Signature	
Date (dd/mm/yyyy)	/ /

Executed and agreed, duly authorised, for and on behalf of SBOG:

Printed name	
Signature	
Date (dd/mm/yyyy)	/ /

Please return the completed application form to:

Isle of Man

IFA Distribution Team
Standard Bank Isle of Man Limited
Standard Bank House, One Circular Road
Douglas, Isle of Man IM1 1SB
Telephone: +44 (0)1624 643821
Email: IFAsupport@standardbank.com

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The Standard Bank of South Africa Limited Offshore Services (SA)
7th Floor, West Wing
30 Baker Street, Rosebank
Johannesburg, 2196
Telephone: +27 (0) 860 333 383
Email: OffshoreGTG@standardbank.co.za

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Important information

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