

Financial Services Provider Application Form

Ashburton Management Company RF (Proprietary) Ltd ("Ashburton") is the administrator of the Ashburton range of unit trusts, and is authorised to do so as a manager in terms of the Collective Investment Schemes Control Act (no 45. of 2002).

Instructions

- Please email this completed form and relevant documentation to ashburtoninstruct@investoradmin.co.za.
- Please refer to the Checklist available on our website at www.ashburtoninvestments.com for the required FICA documentation.
- Please provide a copy of your FSCA license, annexures and representatives register.
- Please provide proof of FSP bank details.

01. Financial services provider details

FSCA license number

Registered name

Trading name

Registration number

VAT number

Website

Type of entity

Unlisted company ☐

Listed company ☐

Partnership ☐

Closed corporation ☐

Sole proprietor ☐

If you are a sole proprietor please complete all sections, except section 03

Physical address

Area code

Postal address

Postal code

Registered address

Area code

Details of contact person

Surname

First name

Title

Designation

Mobile number

Telephone number (office)

Telephone number (home)

Email address

Preferred method of communication

Email ☐

Post ☐

Please note: If no preference is selected and an email address is provided, the default method of communication will be email. VAT invoices will be emailed to the contact person.

02. FSP bank details

Please supply proof of bank details (a cancelled cheque; or relevant bank statement; or letter on bank's letterhead or with bank stamp). Bank accounts must be in the name of the FSP. All fees due to the FSP or any of its representatives will be paid into this account.

Name of bank

Branch code

Branch name

Account name

Account no.

Type of account

Current ☐ Savings ☐

03. Authorised individuals

If you are a sole proprietor you are not required to complete this section. All authorised individuals must complete this section. Please make copies of this section if required.

Authorised individual 1

Capacity

Surname

Title

First names

ID number

Date of birth

Passport number

Country of issue

Tax number

Nationality

Physical address

Area code

Postal address

Postal code

Mobile number

Telephone number (office)

Telephone number (home)

Email address

Authorised individual 2

Capacity

Surname

Title

First names

ID number

Date of birth

Passport number

Country of issue

Tax number	Nationality	
Physical address	Area code	
Postal address	Postal code	
Mobile number		
Telephone number (office)	Telephone number (home)	
Email address		

Authorised individual 3

Capacity

Surname	Title
First names	
ID number	Date of birth
	Y Y Y Y M M D D
Passport number	Country of issue
Tax number	Nationality
Physical address	Area code
Postal address	Postal code
Mobile number	
Telephone number (office)	Telephone number (home)
Email address	

Please submit this schedule listing all authorised representatives who may act on behalf of the FSP, together with the documents set out in the FICA checklist. It is the responsibility of the FSP to email ashburtoninstruct@investoradmin.co.za or fax **0860 762 468** with an updated schedule when changes occur.

04. Financial adviser details

Please complete in full for each individual financial advisor. Please make copies if required.

In what capacity do you represent your FSP?

Key individual ☐

and/or

Representative ☐

Surname

Title

----------------------	----------------------

First name(s)

Internal broker reference

ID number	Date of birth	
	Y Y Y Y M M D D	
Passport number	Country of issue	
Tax number	Nationality	
Physical address	Area code	
Postal address	Postal code	
Mobile number		
Telephone number (office)	Telephone number (home)	
Email address		

I declare that I have read and understood the terms of business in place with the FSP. I confirm that the above details are true and correct.

Signature of financial advisor

In what capacity do you represent your FSP?

Key individual ☐

and/or

Representative ☐

Surname

Title

First name(s)

Internal broker reference

ID number	Date of birth	
	Y Y Y Y M M D D	
Passport number	Country of issue	
Tax number	Nationality	
Physical address	Area code	
Postal address	Postal code	
Mobile number		
Telephone number (office)	Telephone number (home)	
Email address		

I declare that I have read and understood the terms of business in place with the FSP. I confirm that the above details are true and correct.

Signature of advisor

05. Licensed for categories

Please indicate below which financial products your FSP is licensed and authorised to render financial services as contemplated in terms on the FAIS Act.

Description

	Category 1 (non-discretionary)	Category 2 (discretionary)
Participatory interests in Collective Investment Schemes	1.14 ☐	2.11 ☐
Retail Pension Benefits	1.5 ☐	2.3 ☐
Long-term Insurance subcategory C	1.4 ☐	2.2 ☐
Securities and Instruments: Shares	1.8 ☐	2.5 ☐
Securities and Instruments: Money market instruments	1.9 ☐	2.6 ☐
Securities and Instruments: Derivative instruments excluding warrants	1.13 ☐	2.8 ☐
Long-term deposits	1.17 ☐	2.13 ☐

You confirm that the information provided above is true and correct in terms of your FAIS license and you also agree that should your approval status change in respect of the financial products selected above that you will advise us immediately. Furthermore, you agree that where such approval is no longer in place, you will immediately cease to render financial services in terms of such financial products.

06. Secure online access

Your advisors will receive a unique logon enabling them to view their clients' portfolios and information. We can also provide access at the FSP level, enabling a user to view activity across the FSP (i.e. all advisors linked to the FSP). If you would like to nominate users to receive this broad FSP profile access, please complete their details below. On receipt of your application, these users will be granted access to the online services subject to the terms available on www.ashburtoninvestments.com.

Name of person representing legal entity	ID or passport number	Mobile number	Email address

07. Financial adviser assistant details

Please complete in full for each financial advisor assistant. Please make copies if required.

Surname	Title
First name(s)	
Internal broker reference	
ID number	Date of birth
	Y Y Y Y M M D D
Passport number	Country of issue
Tax number	Nationality
Physical address	Area code
Postal address	Postal code

08. Terms of business

Definitions

Unless inconsistent with the context, the expressions set out below will bear the following meanings in this Contract and the application form:

- **Ashburton** means Ashburton Management Company RF (Proprietary) Limited (Registration number 1996/02547/07).
- **Business Day** means any other day other than a Saturday, Sunday or Public Holiday officially recognised as such in the Republic of South Africa.
- **Contract** means this contract between Ashburton and the FSP, the application form and any annexure hereto.
- **CISCA** (Collective Investment Schemes Control Act 45 of 2002).
- **FAIS Act** means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended.
- **FICA** means the Financial Intelligence Centre Act, 38 of 2001, as amended.
- **Financial Product** means a financial product offered in terms of the Contract.
- **FSP** means the Financial Services Provider as defined in the FAIS Act who is duly authorised and mandated to provide financial services to the Investor.
- **Investor** means a person (including a juristic person) buying a financial product made available in terms of the Contract through the services of the FSP.
- **POCA** means Prevention of Organised Crime Act 121 of 1998.
- **Representative** means a representative as defined in terms of the FAIS Act.

1. Authorisation and effective date

The FSP will only be authorised to provide a financial product offered in terms of this contract once the application form has been signed, and Ashburton has granted such authorisation in writing and the FSP and its representatives (where applicable) have been issued with broker codes.

2. Contractual relationship

- 2.1 The FSP acknowledges that it is an independent contractor, and it will in no way be construed to be an employee or an agent of Ashburton. Likewise, none of its employees or agents will be deemed to be employees or agents of Ashburton for any purposes whatsoever.
- 2.2 The FSP will not be entitled to waive any requirements in relation to a Financial Product offered in terms of this Contract, or to waive compliance, or condone compliance with the terms and conditions of any financial product related to this Contract.
- 2.3 Ashburton will notify the FSP should it receive an instruction from an Investor to terminate the FSP's appointment as the Investor's authorised financial advisor. The FSP agrees that unless Ashburton receives an instruction from the Investor in writing to the contrary within 24 (twenty-four) hours, Ashburton will continue to terminate the FSP's appointment in respect of that Investor.

3. Licensing requirements

- 3.1 The FSP declares and warrants the following:
 - 3.1.1 that it is an authorised financial services provider and licensed to render advice and intermediary services as contemplated in terms of the FAIS Act and that its key individuals and representatives comply with the fit and proper requirements in terms of the FAIS Act;
 - 3.1.2 that it is an accountable institution, as defined in terms of FICA, and its business activities are governed by the statutory and industry guidelines relating to money laundering legislation; and
 - 3.1.3 that should its status change in respect of 3.1.1 and 3.1.2, the FSP agrees that it will immediately advise Ashburton of any change in writing and immediately cease to provide services in respect of a Financial Product offered in terms of this Contract.

4. Submission of instructions

- 4.1 Instructions and submission of application forms may be submitted by way of facsimile, email, or web upload but it is the FSP's responsibility to ensure and verify that such an instruction or submission has been received by Ashburton and may not rely on any transmission report or receipt.
- 4.2 All received instructions or applications from the FSP will be acknowledged by Ashburton and communicated to the FSP in writing.
- 4.3 Ashburton will in no way be held responsible for any instructions or submission of forms not received and where proof cannot be provided confirming any submission and receipt.

5. Responsibilities

- 5.1 The FSP agrees that:
 - 5.1.1 it will ensure that applications submitted are complete and accurate in all respects and warrants that all details included in any application form have been verified by the Investor prior to submission of an application in respect of a financial product;
 - 5.1.2 it will not be entitled to receive any contribution or money in respect of a Financial Product from an Investor on behalf of Ashburton or any product provider whose Financial Product is governed by this Contract;
 - 5.1.3 it will act as the primary accountable institution in accordance with FICA and will accordingly establish and verify the identity of the Investor and/or person acting on behalf of the Investor as required in terms thereof and subordinate legislation thereto;
 - 5.1.4 it will keep record of the verification documents as required in terms of FICA and will, on request, make available copies of these documents and details of the verification procedures followed, to any party entitled thereto in terms of the Act;
 - 5.1.5 it will verify and satisfy itself that the money to be invested by an Investor in relation to a Financial Product is not derived from the proceeds of any unlawful activity as defined and contemplated in terms of POCA;
 - 5.1.6 it will be responsible for advice to the Investor and make all required disclosures to the Investor including a full disclosure and explanation of fees relating to a Financial Product in terms of the FAIS Act and subordinate legislation thereto; and
 - 5.1.7 Ashburton is not and will not be responsible or held liable for any advice in connection with a Financial Product and if there is any advice related complaint by an Investor, such shall be directed to the FSP.

- 5.2 Where the FSP has not established and verified the identity of the Investor, it agrees and acknowledges that Ashburton will be responsible for the primary requirements of FICA in terms of the requirements laid out in Checklist, and this might delay the application.
- 5.3 Ashburton may from time to time provide the FSP with information on a Financial Product offered in terms of this Contract and updates where any changes are made to a Financial Product.
- 5.4 Both Ashburton and the FSP agree that they will at all times comply with the requirements of any applicable legislation, with specific reference to the FAIS Act and the Conflict of Interests requirements in terms of the General Code of Conduct for authorised financial services providers and representatives.

6. Remuneration

- 6.1 Remuneration to be paid to the FSP for introducing an Investor which leads to the investment in a Financial Product and all subsequent services which the FSP might render to such an Investor in connection with a Financial Product shall be in form of fees specified in the applicable application form of a Financial Product or change fee form.
- 6.2 The FSP will not have a claim against Ashburton for payment of any fee, charges, remuneration, expenses, disbursements or compensation other than what is stipulated in 6.1 and Ashburton is only obliged to pay such fees to the FSP as the duly authorised financial advisor of the Investor.
- 6.3 Ashburton will only pay remuneration to the FSP on confirmation of an investment into a Financial Product in the name of the Investor and Ashburton reserves the right to amend parameters of fees in respect of a financial product from time to time, and should such occur the FSP will be informed in writing.
- 6.4 Ashburton shall have a right to suspend or withhold payment of fees where there is a dispute between the Investor and the FSP until such time the dispute is resolved. Furthermore, Ashburton will suspend payment of fees where it is proven that the FSP or its representative dealing with the Investor was party to any fraud, dishonesty or misrepresentation relating to any investment or financial services giving rise to such fees.
- 6.5 It is the responsibility of the FSP to ensure that Ashburton is provided with correct bank account details for payment of fees and Ashburton will not be held responsible for non-payment where incorrect details are provided by the FSP.
- 6.6 Ashburton will pay fees and provide the FSP with a monthly fee statement. The accrual of the fee will occur on a monthly basis and once the accrued amount reaches a minimum of R100.00 it will be paid. Ashburton will notify the FSP if the minimum amount changes.
- 6.7 Where there are in-built fees for Financial Products these are detailed in the fact sheets and application forms. The FSP agrees to disclose all fees payable (initial or on-going fees over and above the inbuilt fees) in terms of this Contract to the Investor and it shall obtain the Investor's written consent for fees payable in respect of a Financial Product.
- 6.8 Ashburton may reverse any fees paid to the FSP if for any reason Ashburton has to refund the amounts paid, including but not limited to, payment of an incorrect amount and/or payment into the incorrect account. The FSP hereby agrees to refund Ashburton the amount paid to the FSP in error.

7. Website

The FSP will be allowed to use Ashburton's website, which is found at www.ashburtoninvestments.com, and the FSP agrees to be bound by the terms and conditions available on the website when using it.

On termination of this Contract for any reason whatsoever, the FSP's access to the secure website will be terminated automatically.

8. Intellectual property

The FSP acknowledges that all promotional and marketing material provided by Ashburton remains the property of Ashburton, including all copyright, trademark and ownership rights of such material, which will always remain vested in Ashburton.

9. How we treat your personal information

- 9.1 For the purposes of this clause only, the FirstRand group of companies means, and references to "we", "us" or "our" are references to: the FirstRand group of companies, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- 9.2 Your personal information (which, for the purposes of this clause, includes special personal information) will be held by entities within the FirstRand group of companies.
- 9.3 To better understand the entities that form part of the FirstRand group of companies and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this clause. The Privacy Notice can be found on our platform, website or contact us to request a copy.
- 9.4 By utilising any solutions offered by us, you acknowledge that in order to:
- 9.4.1 conclude and fulfil contractual terms or obligations to you;
 - 9.4.2 comply with obligations imposed by law; or
 - 9.4.3 to protect or pursue your, our, or a third party's legitimate interests, including offering solutions that best meet your needs;
- your personal information may be processed through centralised functions and systems across entities in the FirstRand group of companies and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- 9.5 Where it is necessary to obtain consent for processing outside of this clause, we will explicitly seek your consent separately.

- 9.6 We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- 9.7 For the purposes of these terms and conditions the responsible party is the party with whom you are contracting a solution (utilising a product or service), as well as other entities in the FirstRand group of companies, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

10. Termination

- 10.1 Either party may cancel this Contract by giving at least 30 days' written notice of such intended termination to the other party, delivered by prepaid registered post at their chosen address for delivery of notices and service of legal process for all purposes arising out of this Contract.
- 10.2 Ashburton will have the right to immediately terminate this Contract if the FSP:
- 10.2.1 ceases to be an authorised FSP in terms of the FAIS Act; or
 - 10.2.2 contravenes the terms and conditions of this Contract; or
 - 10.2.3 its representatives are found guilty of any crime involving fraud or dishonesty; or
 - 10.2.4 contravenes the FAIS Act, FICA or applicable legislation that has a negative effect on financial products as defined in the FAIS Act, investors or the FSP.

11. Declaration and signature

- 11.1 The FSP hereby applies to enter into a Contract with Ashburton as a Financial Services Provider who may represent investors in the Financial Products offered by Ashburton, as amended from time to time.
- 11.2 The FSP acknowledges that the Contract with Ashburton will be based on the information provided and the FSP's acceptance of the terms and conditions set out in this Contract.
- 11.3 The FSP warrants that all the information and declarations provided in this Contract are true and correct in every respect.
- 11.4 The FSP warrants that it will always satisfy itself that the money to be invested by an Investor in relation to a Financial Product is not derived from the proceeds of any unlawful activity as defined and contemplated in terms of POCA.
- 11.5 The FSP declares that it has read and understands the terms and conditions of this Contract and hereby agrees to be bound by the Contract.

Signature of FSP

Date

| Y | Y | Y | Y | M | M | D | D |

Appendix A: Controlling person details

Please ensure that this Appendix is completed for all controlling persons of the account holder. Controlling persons are defined as natural persons who exercise control over an entity.

In the case of a trust such term means:

1. Trustee;
2. Founder;
3. Settlor;
4. Protector;
5. Beneficiaries (or class of beneficiaries); and
6. Via other means.

Table

	Trust name	Name of entity controlled	Trust identification number	Percentage held (%)
a				
b				
c				

Table

	Full name	Relationship (e.g. trustee, beneficiary)	Identification number/Passport number if foreign national	Percentage held (%)
a				
b				
c				
d				
e				

In the case of a private and public non listed entities other than a trust, such term means persons in equivalent or similar positions.

Generally controlling persons include:

1. Directors/Partners;
2. Shareholders;
3. Founder;
4. Senior managing official; and
5. Via other means.

Kindly provide the information below for all **shareholders who hold 25% or more shares or voting rights** in the company:

Table: Controlling persons who are natural persons

	Name	Surname	Identification number	Passport number if foreign national	Percentage held	Is the percentage held in shares or voting rights?	Identification or passport document attached
a							
b							
c							
d							
e							

Table: Controlling persons who are juristics/entities

	Registered name	Percentage held	Is the percentage held in shares or voting rights?	Who is the natural person who ultimately owns or controls this entry?		
				Name and Surname	Identification number	Passport number (if foreign national)
a						
b						
c						
d						
e						

Prominent influential persons

Do any of the incorporators/authorised individuals/beneficial owners or controllers hold a prominent influential position in society or performs a political function?

Yes ☐ No ☐

If yes, please provide the following information:

Name

Surname

Designation held in the entity

Please describe the role and/or political function held by this person

Source of wealth

In respect of "A" above, the following must be completed for controlling persons and ultimate beneficial owners:

Related party nature of person:

Individual ☐ Sole proprietor ☐ Partnership ☐ Trust ☐ Non-profit organisation ☐

Listed company ☐ Unlisted company ☐ Close corporation ☐ Retirement Fund ☐ Stokvel ☐

Government or wholly government owned entity ☐ International organisation ☐

Other (specify)

Physical Address

Country

Area Code

Country of residence/operations

Date of birth

Country of birth/incorporation/organisation

Country of citizenship/s (for natural persons only)

Contact telephone number

Mobile number

Country dialling code (+)

Country dialling code (+)

Tax residencies/registrations/obligations

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Should you be unable to provide a Tax Registration number, please indicate in the box(es) above with one of the following reasons:

- Not registered for Tax
- Tax registration number not issued in Jurisdiction
- Do not wish to disclose

In respect of "B" above, the following must be completed for controlling persons and ultimate beneficial owners:

Related party nature of person:

Individual ☐ Sole proprietor ☐ Partnership ☐ Trust ☐ Non-profit organisation ☐

Listed company ☐ Unlisted company ☐ Close corporation ☐ Retirement Fund ☐ Stokvel ☐

Government or wholly government owned entity ☐ International organisation ☐

Other (specify) _____

Physical Address

Country _____ Area Code _____

Country of residence/operations _____ Date of birth _____

_____ | Y | Y | Y | Y | M | M | D | D |

Country of birth/incorporation/organisation

Country of citizenship/s (for natural persons only)

Contact telephone number

Mobile number

Country dialling code (+)

Country dialling code (+)

Tax residencies/registrations/obligations

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Should you be unable to provide a Tax Registration number, please indicate in the box(es) above with one of the following reasons:

- Not registered for Tax
- Tax registration number not issued in Jurisdiction
- Do not wish to disclose

In respect of "C" above, the following must be completed for controlling persons and ultimate beneficial owners:

Related party nature of person:

Individual ☐ Sole proprietor ☐ Partnership ☐ Trust ☐ Non-profit organisation ☐

Listed company ☐ Unlisted company ☐ Close corporation ☐ Retirement Fund ☐ Stokvel ☐

Government or wholly government owned entity ☐ International organisation ☐

Other (specify) _____

Physical Address

Country _____ Area Code _____

Country of residence/operations _____ Date of birth _____

_____ | Y | Y | Y | Y | M | M | D | D |

Country of birth/incorporation/organisation

Country of citizenship/s (for natural persons only)

Contact telephone number	Mobile number
Country dialling code (+)	Country dialling code (+)
Tax residencies/registrations/obligations	
Country	Tax registration number
Country	Tax registration number
Country	Tax registration number
Country	Tax registration number

Should you be unable to provide a Tax Registration number, please indicate in the box(es) above with one of the following reasons:

- Not registered for Tax
- Tax registration number not issued in Jurisdiction
- Do not wish to disclose

In respect of "D" above, the following must be completed for controlling persons and ultimate beneficial owners:

Related party nature of person:

Individual ☐ Sole proprietor ☐ Partnership ☐ Trust ☐ Non-profit organisation ☐
 Listed company ☐ Unlisted company ☐ Close corporation ☐ Retirement Fund ☐ Stokvel ☐
 Government or wholly government owned entity ☐ International organisation ☐

Other (specify)

Physical Address

Country Area Code

Country of residence/operations Date of birth

Country of birth/incorporation/organisation

Country of citizenship/s (for natural persons only)

Contact telephone number

Tax residencies/registrations/obligations

Country

Country

Country

Country

Should you be unable to provide a Tax Registration number, please indicate in the box(es) above with one of the following reasons:

- Not registered for Tax
- Tax registration number not issued in Jurisdiction
- Do not wish to disclose

In respect of "E" above, the following must be completed for controlling persons and ultimate beneficial owners:

Related party nature of person:

Individual ☐ Sole proprietor ☐ Partnership ☐ Trust ☐ Non-profit organisation ☐

Listed company ☐ Unlisted company ☐ Close corporation ☐ Retirement Fund ☐ Stokvel ☐

Government or wholly government owned entity ☐ International organisation ☐

Other (specify) _____

Physical Address

Country

Area Code

Country of residence/operations

Date of birth

_____ | Y | Y | Y | Y | M | M | D | D |

Country of birth/incorporation/organisation

Country of citizenship/s (for natural persons only)

Contact telephone number

Mobile number

Country dialling code (+) _____

Country dialling code (+) _____

Tax residencies/registrations/obligations

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Country

Tax registration number

Should you be unable to provide a Tax Registration number, please indicate in the box(es) above with one of the following reasons:

- Not registered for Tax
- Tax registration number not issued in Jurisdiction
- Do not wish to disclose