

NEW BROKER APPLICATION FORM

Fundrock Collective Investments (RF) (Pty) Ltd ("FR") is part of the Apex Group Ltd. FR is a registered Manager of the Fundrock Collective Investments Scheme, approved in terms of the Collective Investments Schemes Control Act, No 45 of 2002.

IMPORTANT INFORMATION

1. Please complete all relevant sections of this application in order for FR to set up a broker account. Once the completed forms and relevant documentation has been received the account will be set up to receive broker commissions.
2. Please read the **Terms and Conditions** that apply to this investment. This is available from the Client Service Centre or at www.fundrock.co.za.
3. Please email the required documents in the checklist below for processing to cis-instructions@fundrock.com.
4. Please see Annexure B for the FICA documentation that must accompany this application form for the Company and section 2 for the documentation to be supplied for each representative and key individual.
5. FR will process this application when all required documents are received.
6. FR reserves the right to request additional documents/information.

DOCUMENT CHECKLIST

- Completed application form for brokers
- FICA Documents as per Annexure B
- Proof of your bank details (e.g. bank statement)
- Proof of Income Tax Reference Number
- Information to be specified in respect of each representative and key information of the financial advisor on behalf of the entity:
 - Complete section 2 below and/or Annexure A
 - A copy of South African green bar-coded Identity Document/ID Card (South African citizens) or valid passport (if Foreign National)
 - Copy of FSP Licence and Annexure detailing the conditions and restrictions

SECTION 1: CORPORATE INFORMATION

Registered Name			
Registration / Incorporation Number			
Date of Registration / Incorporation	/ /		
Trading Name			
Practice Name (FSP)		FSP Licence Number	
Country of Incorporation		Country of Operation	
Income Tax Ref Number		VAT Number	
Registered Address (Head Office)			
		Postal Code	
Business Operating Physical Address	☐ If the same as above, please check this box		
		Postal Code	
Contact Person			
Title			
Surname			
First Name(s)			
Telephone (H)		(W)	
Mobile			
Email			

SECTION 2: LIST OF REPRESENTATIVES AND KEY INDIVIDUALS OF THE ADVISOR

If there are additional advisors please complete Annexure A

Title	
Surname	
First Name(s)	
ID / Passport Number (if foreign national*)	
Date of Birth	/ /
FSP Licence Number	Please attach a copy of licence and annexure detailing the conditions and restrictions
Telephone (H)	(W)
Mobile	
Email	

Title	
Surname	
First Name(s)	
ID / Passport Number (if foreign national*)	
Date of Birth	/ /
FSP Licence Number	Please attach a copy of licence and annexure detailing the conditions and restrictions
Telephone (H)	(W)
Mobile	
Email	

SECTION 3: BANKING DETAILS FOR PAYMENT OF FEES EARNED

Please attach a relevant bank statement not older than 3 months. Please ensure that the bank account is a current, transmission or savings account in the name of the brokerage. No third party payments.

Account Holder	
Name of Bank	
Branch Name	Branch Code
Account Number	
Account Type	☐ Current ☐ Savings ☐ Transmission

All payments are made electronically to the current, transmission or savings bank account of the registered brokerage only. No payments will be made to credit card or market linked accounts.

SECTION 4: DECLARATION

Fundrock Collective Investments (RF) (Pty) Ltd will be referred to as "FR" in the terms of conditions and declaration below.

Contractual Relationship

- You hereby acknowledge that the contractual relationship between you and FR is one of independent contractor. You are not being appointed, and may not hold yourself out to be or in any way act, as an agent, representative or employee of FR. You acknowledge that no partnership, agency or contract of employment has or will come about through your contract with FR or on account of the payment of fees to you. Fees are agreed between you and your client directly.
- It is your responsibility to evaluate and ensure that all your employees and/or representatives involved in the provision of a financial service act in accordance with and subject to industry standards and applicable legislation, including but not limited to ensuring your employees and/or representatives keep up to date with developments and changes in the financial services industry and conducting regular credit checks via a credit bureau on your employees and/or representatives.

Licensing requirements

- By signing this contract you warrant and guarantee that you and your representatives have, and will maintain on an ongoing basis, all the necessary approvals, licences, registrations and/or authorisations as required by the FSCA under the FAIS Act to conduct the business contemplated under this contract.
- If any changes occur regarding your license conditions, approved products and categories or if any changes occur regarding your authorised representatives (e.g. their fit and proper status, debarment, etc) and authorised signatories, you agree to immediately inform FR in writing of such changes.
- If you are a representative of another FSP, in addition to holding an FSP license in your own right, you are obliged to disclose this fact to FR. By signing this contract you acknowledge and agree that FR may disclose this fact if requested to do so.

Submission of instructions

- FR reserves the right to accept facsimile or electronic instructions. If you fax and/or electronically submit an instruction form to FR (in the format prescribed and/or approved by FR), it is your responsibility to ensure that the instruction form has been received and acted upon by FR. A faxed transmission report/receipt will not be regarded as proof that FR received the form. FR shall not be held liable for forms that were not received whether faxed and/or electronically submitted.

Role and responsibilities

- You have no authority to accept money from clients on behalf of FR, or issue receipts to clients in the name of FR, and no money in whatever form that a client pays to you will be regarded as payment made to FR.
- You are solely responsible and legally accountable for any information and/or advice provided to a client or potential client about the products. FR shall not be responsible or held liable for any advice provided by you to a client and any advice-related complaint addressed to FR will be directed to you.
- FR may provide you with information on the products (excluding any unregistered products), and supplement this information when changes are made to the products.
- FR reserves the right in its sole discretion to report to and liaise with any client should the need arise.

Confidentiality

- You may not, during or after this contract terminates, except in the proper course of your duties or if required by law, disclose any trade or business secrets or any information concerning the business or finances of FR to any third party. This includes, but is not limited to, any dealings, transactions, client names or business practices of FR or of any person with whom FR has business dealings.
- By signing this contract you agree that in terms of FR's agreement with third party fund providers, FR can provide such third party fund providers with monthly and total assets under management per product per FSP without obtaining your prior consent. All information will be treated as confidential and no client information will be provided.

Intellectual property

- All promotional and marketing material/documents provided to you by FR remains the property of FR and is merely supplied to you to assist you in fulfilling your obligations and duties under this contract. All copyright, trademark and ownership rights of the material/documents remain vested in FR.
- You may not use, publish or circulate any printed or written matter concerning FR including, but not limited to, the use of FR's name, trademarks, and/or logo for any reason, except where specifically authorised by FR in writing. You should not assume, without first receiving written confirmation from FR, that any promotional material older than 60 days is current and relevant. Further up to date information about FR may be obtained by contacting FR directly.
- FR will not be responsible for any information about FR that has not been obtained directly from FR.

Fees

- You may receive an initial and/or an ongoing fee which must be negotiated with and approved by your client, within the parameters set by FR. Fees must be agreed directly between you and the client and any fee-related complaint addressed to FR will be directed to you. FR will not be held responsible or liable for any losses caused as a result of fee arrangements, negotiations and/or payments between you and your client.
- FR may alter the parameters for fees as applicable to the products from time to time. FR will inform you in writing of any such change. Existing agreed fees will not be affected except where FR may be required by a regulatory authority to amend such fee structure. In this case, the amended structure may apply to existing agreed fees.
- FR will not be held responsible or liable for any delay in the payment of fees if your details are entered incorrectly on any investment application form.
- If there is a dispute between you and a client regarding fees, including but not limited to who is entitled to fees, or as to whether or not fees are due, FR may, in its discretion, withhold payment (without incurring interest or penalty obligations) until the dispute has been resolved.

Termination

- Either party may cancel this contract on 30 days written notice to the other party
- Your contract will immediately and automatically be terminated by FR if:
 - You contravene these terms and conditions in any way;
 - You are found guilty of any crime involving fraud or dishonesty;
 - You are found guilty in any enquiry or proceedings, including any disciplinary hearing, of unprofessional conduct;
 - You contravene any of the provisions of the FAIS Act; or
 - You contravene these terms and conditions in any way;

You hereby agree to immediately inform us in writing if any of the instances referred to above occur.

Indemnity and declaration

- By signing this contract I indemnify and hold FR harmless against any and/or all claims, demands, penalties, losses, damages, expenses and/or charges of whatsoever nature suffered by FR and/or a third party, including clients, as a result of my negligence, fraud, willful misconduct and/or a breach of any provision of this contract or warranty, undertaking or representation, including but not limited to:
 - A misuse of FR information;
 - A misrepresentation of my status to a client;
 - The provision of advice to a client;
 - The failure to act in accordance with FR's business terms as set out in the contract, including but not limited to the business terms relating to electronic and/or facsimile instructions;
 - The failure on the part of myself or my employees to comply with any applicable legislation and/or regulations; or
 - The provision of incorrect, incomplete or fraudulent information in the contract or an application form.
- I acknowledge and accept that if FR reasonably suspects that it may have a claim against me under this indemnity, it may, in its sole discretion, withhold any fees due to me until the dispute is resolved.

- I declare that the information provided in this contract is true and correct.
- I undertake to advise FR in a timely manner in writing if any of the details I have supplied or submitted to FR change after I have signed the contract and related documents.
- I acknowledge that I have received, read, understood and hereby agree to be bound by the contract.
- I hereby confirm that I will provide my clients with a copy of the portfolio's Minimum Disclosure Document prior to investment.

BROKER DECLARATION

1. I/We confirm that all information provided in this form is true and correct.
2. Where this application form is signed in a representative capacity, I confirm that I have the necessary authority to do so.
3. I/We confirm that FR may accept instructions from any authorised third-party who has been authorised by me/us in writing.
4. I/We have read and understood the relevant fund factsheets (minimum disclosure documents) of the unit trusts I/we wish to invest in.
5. I/We have read, understood and agree to the latest **Terms and Conditions** on the website **www.fundrock.co.za**.
6. FR will accept electronic signatures accompanied by a certificate or audit trail.
7. I/We hereby indemnify and hold FR, its affiliates, directors, officers, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from or in connection with the use of electronic signatures, including any fraud, misrepresentation, or unauthorised use by any person.

PRIVACY STATEMENT

Fundrock Collective Investments (RF) (Pty) Ltd ("FR") takes your privacy and the protection of your personal information seriously, and we will only use your personal information in accordance with Applicable Laws and the FR Privacy Policy. It is important to us that you understand how we obtain, process, store, and share your information. We may disclose your information to other entities in the Apex Group and/or its subsidiaries, agents, partners, or sub-contractors, for purposes as described in this application or related privacy policies. By submitting any personal information to FR you provide us with your consent to, alternatively acknowledge, the processing and sharing of your personal information and/or that personal information which you have provided that relates to other data subjects, as set out in the Privacy Policy. Please do not submit any personal information to FR if you do not agree/ object to any of the provisions of the Privacy Policy. Should you object to the Privacy Policy, or parts thereof, FR may not be able to provide its products and/or services to you. To access the FR Privacy Policy please click on the [link](#) or on **www.fundrock.co.za**.

Signature of Broker

Date / /

Name of Signatory

Authorised Signatory/ies of Financial Services Provider (Legal Entity)

Date / /

Authorised Signatory

Name of Signatory

Authorised Signatory

Name of Signatory

Authorised Signatory

Name of Signatory

POPIA

By signing this application, I consent, alternatively acknowledge, that I have read and understood the Privacy Policy and I consent, alternatively acknowledge, to the collection, processing, storage, and internal sharing of my personal information by FR and members of the Apex Group, in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).

CONTACT DETAILS

Physical Address

Fundrock Collective Investments
Catnia Building
Bella Rosa Village
Bella Rosa Street
Bellville
7530

Contact us

Tel: +27 21 007 1500/1/2 or +27 21 879 9937/9
Email: sa-clientsupport@fundrock.com | sa-compliance@fundrock.com
Visit our website: www.fundrock.co.za

Should you have any complaints, please send an email to sa-complaints@fundrock.com

Custodian / Trustee

The Standard Bank of South Africa Limited
Tel: +27 21 441 4100



AN ORDINARY MEMBER OF THE ASSOCIATION FOR SAVINGS & INVESTMENT SA

ANNEXURE A: ADDITIONAL REPRESENTATIVES *(Please print as many copies as is necessary)*

Title	
Surname	
First Name(s)	
ID / Passport Number (if foreign national*)	
Date of Birth	/ /
Passport Expiry Date*	/ /
FSP Licence Number	<i>Please attach a copy of licence and annexure detailing the conditions and restrictions</i>
Telephone (H)	(W)
Mobile	
Email	

Online Access *(will enable you to view your clients' statements/correspondence)*

Register for online access: ☐ Yes

Title	
Surname	
First Name(s)	
ID / Passport Number (if foreign national*)	
Date of Birth	/ /
Passport Expiry Date*	/ /
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Telephone (H)	(W)
Mobile	
Email	

Online Access *(will enable you to view your clients' statements/correspondence)*

Register for online access: ☐ Yes

ANNEXURE B: FICA REQUIREMENTS

Fundrock Collective Investments (RF) (Pty) Ltd ("FR") is part of the Apex Group Ltd. FR is a registered Manager of the Fundrock Collective Investments Scheme, approved in terms of the Collective Investments Schemes Control Act, No 45 of 2002.

FINANCIAL INTELLIGENCE CENTRE ACT NO 38 OF 2001 (FICA)

The Financial Intelligence Centre Act no 38 of 2001 (FICA), which came into effect on 30 June 2003, obligates FR to request certain mandatory information before entering into a financial transaction with the Client. Details of the information and documentation required from Clients are set out below. FR reserves the right to request additional supporting documents.

1. NATURAL PERSONS

1.1. SA Citizen/Resident

- 1.1.1. Copy of your ID Card back and front (South African citizens)
 - * South African citizens: a passport /driver's license containing the above information will only be accepted with a written reason for the unavailability of the ID document/Card

1.2. Foreign Nationals

- 1.2.1. Copy of valid passport if Foreign National
- 1.2.2. Proof of address (not older than 3 months)

1.3. Legal Incapacity

- 1.3.1. Document(s) set out above iro both parties (1.1.1 or 1.2.1)
- 1.3.2. Proof of authority to act (e.g. power of attorney, mandate, resolution, court order)

1.4. Third Party Representing another Individual/Power Attorney

- 1.4.1. Copy of identity document of the third party/representative individual and the client
- 1.4.2. Proof of authority to act e.g. power of attorney, mandate, resolution or court order

2. LEGAL PERSONS

2.1. SA Companies (listed and unlisted)

- 2.1.1. Certificate of Incorporation (CM1/COR21.1/COR14.3) or most recent CIPC printout
- 2.1.2. Proof of Authority to act on behalf of the company (e.g. Board resolution, court order)
- 2.1.3. Completed Annexure A and copy of green bar-coded Identity Document/ID Card (South African citizens) or passport (Foreign Nationals) for each authorised signatory, all directors, each natural person who exercises control over the management of the company (CEO, Manager), **and** natural person/s who independently or together with another person has a controlling ownership interest of 5% or more in the company or each natural person who exercises control of the company through other means, including through his or her ownership or control of the company
- 2.1.4. Copy of shareholding certificates OR organogram of company structure reflecting percentage shareholding signed by director OR confirmation of shareholding on a company letterhead signed by company secretary/auditors

2.2. SA Close Corporations

- 2.2.1. Founding Statement or Certificate of Incorporation (CK1) or most recent CIPC printout
- 2.2.2. Amended Founding Statement (CK2) (if applicable for name change)
- 2.2.3. Proof of Authority to act on behalf of Closed Corporation (e.g. resolution)
- 2.2.4. Completed Annexure A and copy of green bar-coded Identity Document/ID Card (South African citizens) or passport (Foreign Nationals) for natural person who owns controlling interest, all members AND each authorised person

2.3. Foreign Companies (listed and unlisted)

- 2.3.1. Certificate of Incorporation or foreign equivalent reflecting registered name and registration number of the company
- 2.3.2. Certificate of Incorporation or foreign equivalent reflecting registration address of the company
- 2.3.3. Proof of Authority to act on behalf of the company (e.g. Board resolution)
- 2.3.4. Completed Annexure A and copy of green bar-coded Identity Document/ID Card (South African citizens) or passport (Foreign Nationals) for each authorised signatory, all directors, each natural person who exercises control over the management of the company (CEO, Manager), **and** natural person/s who independently or together with another person has a controlling ownership interest of 5% or more in the company or each natural person who exercises control of the company through other means, including through his or her ownership or control of the company (i.e. nominee shareholders of controlling shares)
- 2.3.5. Copy of shareholding certificates OR organogram of company structure reflecting percentage shareholding signed by director OR confirmation of shareholding on a company letterhead signed by company secretary/auditors
- 2.3.6. Proof of address (not older than 3 months) for each foreign natural person

2.4. Partnership

- 2.4.1. Copy of Partnership Agreement
- 2.4.2. Proof of Authority to act on behalf of the partnership (e.g. Board resolution, court order)
- 2.4.3. Copy of green bar-coded Identity Document/ID Card (South African citizens) or Passport (Foreign Nationals), of all authorised persons, each partner/member of partnership, including an anonymous partnership or a similar partnership and person who exercises control over the partnership
- 2.4.4. Completed Annexure A for each partner, each authorised person and each partner/member of partnership, including an anonymous partnership or a similar partnership and person who exercises control over the partnership