





### 3 TERMS AND CONDITIONS (Continued)

11. SA Bullion I.S. undertakes to provide you with information on the SA Bullion I.S. Products and to supplement this information as and when changes to the SA Bullion I.S. Products take place. SA Bullion I.S. will supplement this information as and when changes to the aforementioned SA Bullion I.S. Products take place. You may not publish or circulate any printed or written matter concerning SA Bullion I.S. for purposes of publication and circulation. You should not assume, without first confirming with SA Bullion I.S., that any promotional material older than 60 days is still current and relevant. Further up to date information about SA Bullion I.S. may be obtained from [www.sabullion.co.za](http://www.sabullion.co.za) or by contacting SA Bullion I.S. SA Bullion I.S. will not be responsible for any information about SA Bullion I.S. that has not been obtained directly from SA Bullion I.S. or from the aforementioned website.

12. Your offshore introducer contract will continue at the discretion of SA Bullion I.S. until terminated by written notice. Should you contravene these terms and conditions in any way whatsoever, your contract will terminate immediately and automatically.

13. You choose as your domicilium citandi et executandi for all purposes in terms hereof the physical address provided by you above.

14. Any investment amount must be paid into the relevant account for the SA Bullion I.S. product being applied for simultaneously with the application form being submitted, or as otherwise stated in the application form, and proof of payment provided. Payment may only be made via a electronic bank transfer. You should not mail cheques, or advise any investor to mail cheques in payment to SA Bullion I.S. who will only accept responsibility for payments, howsoever made, once received in its bank account.

15. For The BullionGold Facility product:

#### Single Investments

Initial Introducer Fees earned on Single Investments that are received from Friday to Thursday, will be paid weekly on the following Friday (provided that this is a business day - otherwise on the first business day thereafter).

Annual Fees earned will be paid monthly on the 3<sup>rd</sup> Friday of the month (provided that this is a business day – otherwise on the first business day thereafter).

\* In all instances above, payments will be made by means of an electronic bank transfer into the bank account on record. SA Bullion I.S. is entitled to change the processing and payment dates and minimum amounts on written notice. SA Bullion I.S. will inform the introducer of any delays that may occur in payment of the fees. Fee Statements together with the payment advice for the relevant fee cycle will be submitted via email on the date that payment is processed.

16. No fees will be paid in advance of receipt of any investment. SA Bullion I.S. may reverse any fees paid to you should SA Bullion I.S. for any reason whatsoever, be obliged to refund the amounts paid. If the reversal is within 14 days of the fee payment, you hereby authorise SA Bullion I.S. to debit your bank account with the relevant amount. If the reversal takes place after the 14-day period, you then undertake to immediately refund SA Bullion I.S. the amount paid to you.

17. SA Bullion I.S. may, in its sole discretion, alter the parameters for fees as applicable to SA Bullion I.S. Products from time to time. You will be informed in writing of any such change. Existing agreed fees will not be affected except where SA Bullion I.S. may be required by a regulatory authority to amend such fee structure, in which case the amended structure may apply to applications received by SA Bullion I.S. prior to notification of change.

18. Should you be convicted of fraud, theft or perjury or any other crime involving dishonesty, or be found guilty in any enquiry or proceedings, including any disciplinary hearing, of unprofessional conduct your offshore introducer contract will immediately and automatically lapse and you undertake to immediately inform us of this in writing.

19. SA Bullion I.S. may request any documentary proof it may require from you and/or your representatives for the purposes of this agreement.

Initial





## ANNEXURE A

In terms of the Financial Intelligence Centre Act 38 of 2001, and the regulations thereto, SA Bullion Investor Services is compelled to identify and verify the identity of its clients.

The persons listed below must attach to their investment form(s) the documentation as set out. Entities listed on a recognised securities exchange and Income Tax Act-approved pension, provident and retirement annuity funds are exempt from these requirements.

### 1. Non Resident Foreign Nationals (Natural Person)

1.1) A passport containing a photo, full names, date of birth and ID number. 1.2) A document less than 3 months old containing residential address that is a utility bill, bank statement, rates account or tax invoice.

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

2.1) Passport as set out in 1.1 in respect of both parties. 2.2) Proof of authority to act eg power of attorney, mandate, resolution or court order. 2.3) Document as set out in 1.2 in respect of both parties.

### 3. Foreign Companies

3.1) Official document from foreign regulator witnessing incorporation, bearing the name, number and address. 3.2) A document less than 3 months old containing foreign trade names and business address that is a utility bill, bank statement, rates account or tax invoice. 3.3) ID document/passport as set out in 1.1 above in respect of the manager, all authorised representatives, all individuals holding 25% or more of the voting rights at a general meeting. 3.4) Proof of authority to act for the company eg a directors' resolution. 3.5) Applicable documents referred to in 3.1/3.2 or 6.1 in respect of institutions holding 25% or more of the voting rights at a general meeting.

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

4.1) The constitution or other founding document in terms of which legal person is created. 4.2) Passport as set out in 1.1 above in respect of all authorised representatives. 4.3) Proof of authority to act for legal person.

### 5. Partnerships

5.1) Partnership agreement. 5.2) Passport as set out in 1.1 above in respect of all partners, authorised representatives or persons exercising executive control. 5.3) Proof of authority to act for partnership. 5.4) Applicable documents referred to in 3.1/3.2 or 6.1 in respect of any institutional partners or an institution exercising executive control.

### 6. Trusts

6.1) The main deed or other founding document (eg a will). 6.2) Letters of authority from foreign regulator (foreign trusts) to trustees. 6.3) Passport as set out in 1.1 above in respect of an individual founder of the trust, each individual trustee, each individual beneficiary, all authorised representatives, or details of how beneficiaries are determined if not mentioned by name. 6.4) A death certificate where founder died or certificate of deregistration where founder ceased to exist. 6.5) Applicable documents referred to in 3.1/3.2 or 4.1 or 6.1 in respect of any institutional beneficiaries, any institutional trustees or institutional founder of the trust, or details of how beneficiaries are determined if not mentioned by name.



**ANNEXURE C**

1. SA Bullion Investor Services Products

1.1 Products offered through SA Bullion Investor Service (Proprietary) Limited

**The BullionGold Facility**

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**ANNEXURE D**

SA Bullion I.S. means

- SA Bullion Investor Services (Proprietary) Limited

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