

## APPLICATION FOR FINANCIAL SERVICE PROVIDER (FSP) CONTRACT



### STEP 1

ALLAN GRAY FSP  
REGISTRATION

In order to have an Allan Gray FSP contract:

- Your FSP must be registered with the Financial Services Board (FSB) ( applicable to local FSPs only).
- The FSP and its representatives must be licensed for the applicable license sub-categories to market Allan Gray products.
- Complete all the information on the contract to ensure that there is no delay in processing your registration.
- If there are more than two authorised individuals please make copies of page 3 of the contract.
- If there is more than one financial adviser please make copies of page 4 of the contract.



### STEP 2

SEND COMPLETED  
DOCUMENTS

Send the following documents to: Email [instructions@allangray.co.za](mailto:instructions@allangray.co.za) or Fax 0860 000 655 or +27 (0)21 415 2492

- ☐ Completed Financial Service Provider contract.
- ☐ Copy of South African bar coded ID or valid passport (if foreign national) for all authorised individuals, financial advisers and assistants.
- ☐ Proof of FSP bank details (e.g. cancelled cheque or bank statement) for fee payments.
- ☐ All other required documents as stipulated in Annexure A for the legal entity and financial advisers.



### STEP 3

ALLAN GRAY ONLINE

Allan Gray Online (AGO) account is an automatic process for all new advisers.

An AGO account will allow you to:

- View all your clients' accounts.
- Manage investment reports, create investment overviews and generate client statements.
- Amend certain information for you and your clients.
- Transact on your clients' accounts if you have the authority to do so.
- Access your fee statements and other adviser reports.



### STEP 4

WHAT HAPPENS NEXT  
AND KEEPING IN TOUCH

You will receive:

- An email with details of your Allan Gray codes and how to transact with us.
- A signed contract and confirmation letter.
- Practice notes and other communication, according to your communication preference.
- A business development manager will contact you to set up an appointment.



Contact us if you need help:

Call 0860 000 654 between 07:30 - 17:30 (Mon - Fri) or Email: [info@allangray.co.za](mailto:info@allangray.co.za)

## APPLICATION FOR A FINANCIAL SERVICES PROVIDER (FSP) CONTRACT

I hereby apply to enter into a contract with Allan Gray as a Financial Services Provider (FSP) who may represent investors in the products offered by Allan Gray, as amended by Allan Gray from time to time. I acknowledge that my contract with Allan Gray will be based on the information provided and my acceptance of the terms and conditions set out in this contract. All references to the singular include the plural.

## 1. Financial services provider details

FSP license number 

(If you are exempt in terms of Section 45 of the FAIS Act, please provide the relevant documents)

Registered name Registration number Trading name VAT number Website 

## 2. Type of entity

Sole proprietor ☐ If you are a sole proprietor please complete all sections of this contract except section 4.Company ☐ Close corporation ☐ Partnership ☐ Trust ☐

If you are a company, close corporation, partnership, or trust please complete all sections of this application form.

## Contact details

Registered physical address of entity

  
  
Postal code 

Postal address of entity

If the same as above, please tick this box ☐  
  
Postal code Telephone  Fax Email Contact person 

FSP VAT invoices will be emailed to the contact person.

### 3. Confirmation of FSP banking details

A cancelled cheque or recent bank statement must accompany this application as proof of bank details. No payments will be made to third parties. 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 these accounts.

#### Bank details for payment of fees earned on local investments

Name of account holder

Name of bank

Branch name  Branch code

Account number

Type of account ☐ Current/Cheque ☐ Transmission ☐ Savings ☐

#### Bank details for payment of fees earned on offshore investments

If the same as above, please tick this box ☐

Name of bank

Bank address

Branch name

Branch/sort code  SWIFT

IBAN\*

Name of account holder

Account number

Currency of account ☐ US\$ ☐ GBP ☐ EUR ☐ Type of account ☐ Current ☐ Savings ☐

\*An account able to receive British pounds or euros, which is held with a bank branch located in a European Union country, must be identified by its International Bank Account Number (IBAN). If your IBAN does not appear on your bank statement you can obtain it from your bank.

#### Correspondent bank details:

If payments must be made through a correspondent bank, please provide the following information:

Name of bank

Bank address

Branch name

Routing no./ABA  SWIFT

Name of account holder

Account number

#### 4. Authorised individuals

If you are a sole proprietor you are not required to complete this section. Please make copies of this section if necessary.

In terms of the Financial Intelligence Centre Act 38 of 2001, the accountable institution (Allan Gray) must verify the identity of its clients. All authorised individuals must complete this section, e.g. manager, authorised representative or person holding 25% or more of the voting rights, member/person/partner exercising executive control.

Capacity			
Title		Surname	
First name(s)			
Date of birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Nationality	
ID number (passport number if foreign national)			
Income tax number		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Residential address			
			Postal code
Postal address			
If the same as above, please tick this box		<input type="checkbox"/>	
			Postal code
Telephone (h)		Telephone (w)	
Fax		Mobile	
Email			

Capacity			
Title		Surname	
First name(s)			
Date of birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Nationality	
ID number (passport number if foreign national)			
Income tax number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	/	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Residential address			
		Postal code	
Postal address			
If the same as above, please tick this box		<input type="checkbox"/>	
		Postal code	
Telephone (h)		Telephone (w)	
Fax		Mobile	
Email			

Please submit a schedule listing each manager, member and authorised representative who may act on behalf of the FSP, together with the documents set out in Annexure A to this contract. It is the responsibility of the FSP to supply Allan Gray with an updated schedule when changes occur.

## 5. Financial adviser details

This section must be completed by each financial adviser. Please make copies of this section if needed.

In what capacity do you represent your FSP?

Key individual ☐

or

Representative ☐

Title  Surname

First name(s)

Preferred name

Date of birth           Nationality

ID number (passport number if foreign national)

Income tax number  /  /  /

Residential address

Postal code

Postal address

If the same as above, please tick this box ☐

Postal code

Telephone (h)  Telephone (w)

Fax  Mobile

Email

Licensed for categories:

Category 1 (non-discretionary)

Category 2 (discretionary)

Sub categories:

☐

1.14 Participatory interest in CIS

☐

2.11 Participatory interest in CIS

Advice and Intermediary:

☐

1.4 Long term - category C

☐

2.2 Long term - category C

☐

1.5 Retail pension benefits

☐

2.3 Retail pension benefits

The above sub category licenses are applicable to the Allan Gray Retail product offering.

Signature of adviser

## Financial adviser profile

This section must be completed in full.

▪ Number of years in the financial services industry:

▪ Number of years at your current FSP:

▪ Provide a list of your investment platform (Lisp) and unit trust (Manco) contracts and your assets under management for each:

Lisp or Manco	Assets under management
<input type="text"/>	R <input type="text"/>
<input type="text"/>	R <input type="text"/>
<input type="text"/>	R <input type="text"/>
<input type="text"/>	R <input type="text"/>
<input type="text"/>	R <input type="text"/>

▪ Estimate your inflow to Allan Gray over the next 12 months: R

▪ Estimate total assets under management with Allan Gray via other platforms: R

## 6. Adviser assistant details

Title  Surname   
First name(s)   
Preferred name   
Date of birth           Nationality   
ID number (passport number if foreign national)   
Telephone (w)  Fax   
Mobile   
Email

Details of financial adviser for this assistant

Full name and surname

## Online access for your assistant

Your assistant will receive an Allan Gray online account within two business days after this application has been processed.

- I confirm that Allan Gray can give my assistant access to my adviser details and my clients' investment information and that such authorisation limits my and my clients' rights to privacy.
- I will not hold Allan Gray responsible for any claim arising from:
  - The authorised person disclosing their website login details to a third party;
  - The use of the login details by a third party; or
  - Any action or inaction by the authorised person as a result of using the login details.

My assistant does not require an Allan Gray online account. ☐

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## 7. Communication preferences

Every time we receive an instruction on your clients' accounts we will email a transaction confirmation containing details of the instruction. Please indicate who should receive the communication:

IFA ☐ or IFA assistant ☐

Who should receive other communication (fee statements, etc.)?

IFA ☐ IFA assistant ☐ Both ☐

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## 8. Financial adviser declaration

- I declare that I have read and understood the terms and conditions of this contract. I confirm that the above details are correct.

Signature of financial adviser

## Annexure A

In terms of the Financial Intelligence Centre Act 38 of 2001, and its regulations, the accountable institution (Allan Gray) must identify and verify the identity of its clients. Clients must attach the documents set out in this annexure to their completed contract. The accountable institution will only place investments once all the supporting documents listed below have been supplied.

### 1. Natural persons

#### 1.1 South African citizen/resident

- 1.1.1 Copy of ID document containing a photo, full names, date of birth & ID number (a passport/driver's license containing the above information will only be accepted with a written reason for the unavailability of the ID document).
- 1.1.2 A document(s) less than three months old (at date of this application) containing residential address (e.g. utility bill, Telkom account, bank statement, municipal rates or tax invoice).

#### 1.2 Foreign nationals

- 1.2.1 Copy of passport containing a photo, full names, date of birth & ID number.
- 1.2.2 A document(s) less than three months old (at date of this application) containing residential address (e.g. utility bill, telephone account, bank statement, municipal rates or tax invoice).

### 2. Legal persons

#### 2.1 South African companies

- 2.1.1 Certificate of Incorporation (CM1/CoR14.3) and Notice of Registered Office and Postal Address (CM22/CoR21.1) containing registrar's stamp and signed by the company secretary.
- 2.1.2 A document(s) less than three months old (at date of this application) containing trade name and business address (CM9/CoR14.3) (e.g. utility bill, Telkom account, bank statement, municipality rates and tax invoice).
- 2.1.3 Copy of ID document/passport as set out in 1.1 and 1.2 respectively, i.r.o the manager, all authorised signatories, all individuals holding 25% or more of the voting rights at a general meeting.
- 2.1.4 Proof of authority to act for company (e.g. board resolution).
- 2.1.5 Applicable documents referred to in 2.1.1/ 2.1.2 or 2.2.1/ 2.2.2 or 2.3.1/ 2.3.2 or 2.4.1, 2.5.1 or 3.1 i.r.o institutions holding 25% or more of the voting rights at a general meeting.

#### 2.2 South African close corporations

- 2.2.1 Founding Statement and Certificate of Incorporation (CK1) and Amended Founding Statement (CK2) if applicable, containing registrar's stamp and signed by an authorised representative/employee.
- 2.2.2 A document(s) less than three months old (at date of this application) containing trade name and business address (e.g. utility bill, Telkom account, bank statement or municipality rates and tax invoice).
- 2.2.3 Copy of ID document/passport as set out in 1.1 and 1.2 respectively i.r.o each member and all authorised signatories.
- 2.2.4 Proof of authority to act for close corporation (e.g. member's resolution).

#### 2.3 Foreign companies

- 2.3.1 Official document from foreign regulator witnessing incorporation, bearing the name, number and address.
- 2.3.2 A document(s) less than three months old (at date of this application) containing SA and foreign trade names and business addresses (e.g. utility bill, telephone account, bank statement, municipality rates and tax invoice).
- 2.3.3 Copy of ID document/passport as set out in 1.1 and 1.2 respectively, i.r.o the manager, all authorised signatories, all individuals holding 25% or more of the voting rights at a general meeting.
- 2.3.4 Proof of authority to act for company (e.g. board resolution).
- 2.3.5 Applicable documents referred to in 2.1.1/ 2.1.2 or 2.2.1/ 2.2.2 or 2.3.1/ 2.3.2 or 2.4.1, 2.5.1 or 3.1 i.r.o institutions holding 25% or more of the voting rights at a general meeting.

## 2.4 Partnership agreement

### 2.4.1 Partnership agreement.

2.4.2 Copy of ID document/password as set out in 1.1 and 1.2 respectively, i.r.o all partners/all authorised signatories/persons exercising executive control.

### 2.4.3 Proof of authority to act for partnership.

2.4.4 Applicable documents referred to in 2.1.1/ 2.1.2 or 2.2.1/ 2.2.2 or 2.3.1/ 2.3.2 or 2.4.1 or 3.1 i.r.o any institutional partners or an institution exercising executive control.

## 3. Trusts

3.1 The main deed or other founding document (e.g. a will).

3.2 Letters of authority from master (SA trust) or foreign regulator (foreign trusts) to trustees.

3.3 Documents as set out in 1.1 and 1.2 respectively i.r.o an individual founder of the trust, each individual trustee, each individual beneficiary, all authorised signatories, or details of how beneficiaries are determined if not mentioned by name.

3.4 A death certificate or certificate of deregistration where founder died or ceased to exist.

3.5 Applicable documents referred to in 2.1.1/ 2.1.2 or 2.2.1/ 2.2.2 or 2.3.1/ 2.3.2 or 2.4.1 or 3.1 i.r.o any institutional beneficiaries, any institutional trustees or institutional founder of the trust or details of how beneficiaries are determined if not mentioned by name.



## Terms and Conditions

### 1. Definitions

#### Allan Gray

Means Allan Gray Unit Trust Management (RF) Proprietary Limited and Allan Gray Investment Services Proprietary Limited.

#### Business Day

Means any day other than a Saturday, Sunday or South African public holiday. In this contract, day and Business Day has the same meaning.

#### FAIS Act

Means the Financial Advisory and Intermediary Services Act, 37 of 2002.

#### FICA

Means the Financial Intelligence Centre Act, 38 of 2001.

#### FSB

Means the Financial Services Board of South Africa.

#### FSP

Means an authorised financial services provider as defined in the FAIS Act.

#### Portfolio of a collective investment scheme

Means an arrangement that enables clients to pool their money and have it professionally managed and invested in a range of underlying assets. The underlying assets of a portfolio vary depending on the portfolio's investment objective. Portfolios are commonly referred to as 'unit trust(s)' or 'fund(s)'. In this contract the term 'unit trust' is used.

#### Products

Means unit trusts offered through Allan Gray Unit Trust Management (Rf) Proprietary Limited and products offered through Allan Gray Investment Services Proprietary Limited

#### Representative

Means a representative as defined in the FAIS Act.

### 2. Effective date and contractual relationship

- 2.1 This contract shall come into force once you or your authorised representatives, where applicable, receive the relevant adviser code assigned to you by Allan Gray.
- 2.2 We shall notify you if we receive an instruction from a client to terminate your appointment as their financial adviser. Unless we receive an instruction from the client to the contrary within five business days of Allan Gray's notification to you, we shall proceed to cancel your appointment as adviser to that client.
- 2.3 You hereby acknowledge that the contractual relationship between you and Allan Gray 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 Allan Gray. You acknowledge that no partnership, agency or contract of employment has or will come about through your contract with Allan Gray or on account of the payment of fees to you. Fees are agreed between you and your client directly.

- 2.4 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 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.

### 3. Licensing requirements

- 3.1 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 FSB under the FAIS Act to conduct the business contemplated under this contract.
- 3.2 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 Allan Gray in writing of such changes.
- 3.3 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 Allan Gray. By signing this contract you acknowledge and agree that Allan Gray may disclose this fact if requested to do so.

### 4. Submission of instructions

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

### 5. Role and responsibilities

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

### 6. Confidentiality

- 6.1 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 Allan Gray to any third party. This includes, but is not limited, to any dealings, transactions, client names or business practices of Allan Gray or any person with whom Allan Gray has business dealings.
- 6.2 By signing this contract you agree that in terms of Allan Gray's agreement with third party fund providers, Allan Gray 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.

## 7. Intellectual property

- 7.1 All promotional and marketing material/documents provided to you by Allan Gray remains the property of Allan Gray 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 Allan Gray.
- 7.2 You may not use, publish or circulate any printed or written matter concerning Allan Gray including, but not limited to, the use of Allan Gray's name, trademarks, and/or logo for any reason, except where specifically authorised by Allan Gray in writing. You should not assume, without first receiving written confirmation from Allan Gray, that any promotional material older than 60 days is current and relevant. Further up to date information about Allan Gray may be obtained from [www.allangray.co.za](http://www.allangray.co.za) or by contacting Allan Gray directly.
- 7.3 Allan Gray will not be responsible for any information about Allan Gray that has not been obtained directly from Allan Gray or from the Allan Gray website.

## 8. Allan Gray website

- 8.1 Use of the Allan Gray secure website found at <https://online.allangray.co.za> will be subject to the Online Terms and Conditions applicable at the time.
- 8.2 When your contract terminates, for any reason whatsoever, access to the Allan Gray secure website will automatically be terminated. By signing this contract you agree that you, your representatives, your agents or employees will not use or attempt to use the secure website.

## 9. Fees

### General

- 9.1 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 Allan Gray. Fees must be agreed directly between you and the client and any fee-related complaint addressed to Allan Gray will be directed to you. Allan Gray 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.
- 9.2 Allan Gray may alter the parameters for fees as applicable to the products from time to time. Allan Gray will inform you in writing of any such change. Existing agreed fees will not be affected except where Allan Gray may be required by a regulatory authority to amend such fee structure. In this case, the amended structure may apply to existing agreed fees.
- 9.3 Allan Gray 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.
- 9.4 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, Allan Gray may, in its discretion, withhold payment (without incurring interest or penalty obligations) until the dispute has been resolved.
- 9.5 Allan Gray will provide you with a statement of fees, if any, earned for the month. All annual fees are calculated daily, based on the market value of the investment at the end of each day. The fees earned will be referenced to the relevant adviser code.
- 9.6 Allan Gray may reverse any fees paid to you if, for any reason whatsoever, Allan Gray is obliged to refund the amounts paid, including but not limited to, payment of an incorrect amount and/or payment into the incorrect account. If the reversal is within 14 days of the fee payment, by signing this contract you authorise Allan Gray to debit your bank account with the relevant amount. If the reversal takes place after the 14 day period, you agree to immediately refund Allan Gray the amount paid to you. Allan Gray reserves the right to claim back any and/or all amounts owed by you in terms of this clause by debiting any one or more of your or your related FSP's accounts held with Allan Gray, where applicable.
- 9.7 You may not at any time pay, offer to pay or cause to be paid any monetary amount, or consideration in lieu of a monetary amount, whether directly or indirectly, to any employee of Allan Gray for any investment made or to be made in any Allan Gray products.

## Offshore fees

- 9.8 Subject to clauses 9.9 to 9.10 below, both initial and annual fees are paid.
- 9.9 For offshore business, fees will only be paid over once the amount concerned totals at least the equivalent of US\$100. Where applicable, the exchange rate applied to fee payments is the rate on the day before payment is made to your bank account. Allan Gray is entitled to recoup any bank charges that it may incur in processing the payment of fees on offshore business. Allan Gray is entitled to change the processing and payment dates and minimum amounts on written notice. Allan Gray will inform the FSP of any delays that may occur in payment of the fees.
- 9.10 The products include applications for offshore investments available through Allan Gray. Subject to clause 9.1, Allan Gray administers and facilitates the payment of fees into a foreign bank account and, if such payments are required, you hereby guarantee that:
- The foreign bank account is a permissible bank account in terms of the Exchange Control Rules and Regulations or is permissible in terms of a specific authority from the Exchange Control authorities.
  - The fees will be repatriated to South Africa according to the relevant Exchange Control Regulations.
  - You undertake to notify Allan Gray if the foreign bank account becomes impermissible and if you fail to repatriate the funds within the time period prescribed by the Exchange Control Rules and Regulations.

## 10. Termination

- 10.1 Either party may cancel this contract on 30 days written notice to the other party.
- 10.2 Your contract will immediately and automatically be terminated by Allan Gray 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
  - Your authorisation in terms of the FAIS Act is suspended, withdrawn, or lapses.
- 10.3 You hereby agree to immediately inform us in writing if any of the instances referred to in 10.2 occur.

## 11. General

- 11.1 This contract constitutes the entire agreement between the parties.
- 11.2 No indulgence or waiver granted to you by Allan Gray shall constitute a waiver of any of the rights of Allan Gray contained in this agreement and Allan Gray reserves its rights in this regard.
- 11.3 You hereby agree that Allan Gray may, in its discretion, alter the terms and conditions of this contract from time to time. A copy of the amended terms and conditions will be sent to you and you hereby agree that unless we receive your written objections to the terms and conditions within 30 days of the date of the notice to you (the 30th day being the effective date), the amended terms and conditions will supersede the terms and conditions contained in this contract with effect from the effective date.
- 11.4 You choose the physical address you provided to us as your address for notices and service of legal process for all purposes arising out of this contract.
- 11.5 You may not cede or assign any of your rights or obligations under this contract, in particular, your right to receive payment of fees whether accrued or not, without Allan Gray's prior written consent, which consent shall not be unreasonably withheld.
- 11.6 To the extent necessary and applicable, this contract may be signed in one or more counterparts, each of which will be taken together and deemed to be one document.
- 11.7 This contract is governed by and construed in accordance with the laws of South Africa.

12. Indemnity and declaration

- 12.1 By signing this contract I indemnify and hold Allan Gray harmless against any and/or all claims, demands, penalties, losses, damages, expenses and/or charges of whatsoever nature suffered by Allan Gray 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 Allan Gray information;
  - A misrepresentation of my status to a client;
  - The provision of advice to a client;
  - The failure to act in accordance with Allan Gray’s business terms as set out in the contract, including but not limited to the business terms relating to electronic and/or facsimile instructions and/or the use of the secure website;
  - 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.
- 12.2 I acknowledge and accept that if Allan Gray 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.
- 12.3 I declare that the information provided in this contract is true and correct.
- 12.4 I undertake to advise Allan Gray in a timely manner in writing if any of the details I have supplied or submitted to Allan Gray change after I have signed the contract and related documents.
- 12.5 I acknowledge that I have received, read, understood and hereby agree to be bound by the contract.
- 12.6 To comply with the principles of the FAIS Act and as part of our due diligence process, we perform credit reference checks on all our applicants. I accept that Allan Gray reserves the right to perform credit history checks via a credit bureau and I consent to this.

Authorised signatory of Financial Services Provider (legal entity)

Signature (1) \_\_\_\_\_ at \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Full name \_\_\_\_\_

Capacity of signatory \_\_\_\_\_

Signature (2) \_\_\_\_\_ at \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Full name \_\_\_\_\_

Capacity of signatory \_\_\_\_\_

Authorised signatory on behalf of Allan Gray

Signature \_\_\_\_\_ at \_\_\_\_\_

Date 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Full name \_\_\_\_\_

Capacity of signatory \_\_\_\_\_