



BUSINESS TERMS

Distributor & Introducer

Create tomorrow.
Start today.

Platform | Investment | Treasury

Distributor/Introducer Terms & Conditions

Provision of Investment Business

Definitions

In these Terms & Conditions 'we' means one or more of the Capital International Group of companies (CIG) specified below and 'you' means the Client to whom they are addressed. In addition certain words are used with a specific meaning, these words and their meanings are as set out below:

CIG - means one or more of the following companies in the Isle of Man; Capital International Limited (CIL); Capital Treasury Services Limited (CTS); Capital International Fund Managers Limited (CIFM); and Capital Financial Markets Limited (CFM); all incorporated in the Isle of Man and licensed by the Isle of Man Financial Services Authority and whose principal place of business and registered office is Capital House, Circular Road, Douglas, Isle of Man, IM1 1AG;

Or the following company in South Africa; CILSA Investments (Pty) Ltd which is a licensed Financial Services Provider FSP No 44894 trading as Capital International SA and whose principal place of business and registered office is Office NG101A, Great Westerford, 240 Main Road, Rondebosch 7700, South Africa;

Business Day - a weekday, other than a Saturday, on which the World Foreign Exchange Markets shall be open for business;

Distributor - means an independent intermediary who facilitates either directly or indirectly the promotion and distribution of products and services on behalf of CIG;

Introducer - means an independent intermediary who deals in investments or arranges such deals, manages investments or gives investment advice.

1.0 Purpose

- 1.1 CIG has an interest in the marketing of CIG Products and Services (CIG Solutions) by virtue of it acting as investment manager, administrator, custodian, fund administrator, payment service provider, or any other regulated activity any of the aforementioned companies with CIG are licensed to carry out or introducer thereof.
 - 1.1.1 The Distributor intends to market CIG Solutions to professional Introducers for the purpose of making CIG Solutions available to clients of those Introducers where appropriate.
 - 1.1.2 The Introducer intends to make available CIG Solutions to its clients where appropriate.

2.0 Distributor Activities

- 2.1 CIG agrees with the Distributor that the Distributor will act as a non-exclusive Distributor in respect of CIG Solutions. The Distributor shall use its best endeavours to promote the CIG Solutions to professional Introducers.
- 2.2 The Distributor can make a simple introduction of a client or investor but it must be clear to the potential client or investor that it is simply an introduction and that the Distributor has not given any advice, recommendation or made any promotion to the potential client or investor with respect to CIG and CIG Solutions.
- 2.3 The Distributor will service Introducers' requirements with a view to ensuring the Introducers' continuing commitment to the CIG Solutions.
- 2.4 The Distributor shall use its best endeavours to coordinate with CIG its approach to and the manner in which it conducts its business with respect to the CIG Solutions and the Introducers.

3.0 Introducer Activities

- 3.1 CIG agrees with the Introducer that the Introducer will act as a non-exclusive introducer in respect of CIG Solutions and in doing so will use its best endeavours to promote the CIG Solutions to its clients.
- 3.2 In the event that the Introducer is also acting as an intermediary (an investment adviser or manager to the clients who are to be introduced) the Introducer shall for the purposes of this agreement be the agent of the client of the Introducer and will be solely responsible for undertaking the assessment of suitability of the CIG Solution for the clients of the Introducer ("Investors") and will provide CIG with relevant duly completed and executed application forms.
- 3.3 The Introducer will service Investors' requirements with a view to ensuring the investors' continuing commitment to the CIG Solutions; and promptly provide CIG with such information relating to Investors introduced to CIG as CIG may reasonably require from time to time.
- 3.4 The Introducer shall use its best endeavours to coordinate with CIG its approach to and the manner in which it conducts its business with respect to the CIG Solutions, the Investors introduced by the Introducer and the other intermediaries.

4.0 Scope

- 4.1 The Distributor or Introducer acknowledge that:
- 4.1.1 It shall operate as an independent contractor and shall not (and shall have no authority to) act as agent to CIG or to incur any liability on behalf of CIG or accept or make any contract binding upon CIG or give or make or purport to give or make any warranty on behalf of CIG.
 - 4.1.2 It shall observe and ensure that its agents and employees observe the terms and conditions from time to time relating to the distribution or promotion of the CIG Solutions whether contained in this agreement or in any prospectus or other document with respect thereto or imposed by law or regulations having the force of law in any country or territory in which the Distributor is distributing the CIG Solutions or the Introducer is promoting the CIG Solutions or in which any Investor or potential Investor is resident or of which any Investor is a citizen or national.
 - 4.1.3 In particular but without prejudice to the generality of the foregoing, the Distributor or Introducer shall not directly or indirectly without the prior written consent of CIG promote or market the CIG Solutions in the United States of America, its territories and possessions and all other areas subject to its jurisdiction or to any citizen national or resident of the United States or to any corporation, partnership or other entity created or organised in or under the laws of the United States of America or any political subdivision thereof or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.
 - 4.1.4 It shall observe the confidentiality of all matters relating to or concerning the business of CIG, the CIG Solutions, Introducers and Investors and not make disclosure thereof or in relation thereto without the prior written consent of CIG, except as may be required by law.
 - 4.1.5 It shall observe and respect the commercial interests and reputation of CIG and will not engage in any action or course of actions that might damage CIG or CIG's reputation.
 - 4.1.6 As a Distributor:
 - 4.1.6.1 It shall only promote CIG Solutions to professional Introducers.
 - 4.1.6.2 CIG reserves the right, at its discretion, to not to accept business from a Distributor.
 - 4.1.7 As an Introducer:
 - 4.1.7.1 It shall only promote CIG Solutions to Investors with whom the Introducer has a client agreement and whose identity the Introducer is able to verify for the purpose of relevant laws and regulations relating to money laundering.
 - 4.1.7.2 CIG reserves the right, at its discretion, to not accept business from the Introducer.

5.0 Advertising, Promotional & Other Materials

- 5.1 In order to permit CIG at all times to monitor compliance with local and other laws and regulations, the Distributor or Introducer shall not without the prior written consent of CIG:
- 5.1.1 Circulate written information relating to the CIG Solutions.
 - 5.1.2 Issue any advertisement in relation to the CIG Solutions or in relation to any trading or investment advisor or consultant or any management company or any other party connected with any such CIG Solutions;
 - 5.1.3 Make or purport to make any representation on behalf of CIG or the CIG Solutions; or
 - 5.1.4 Provide information of any kind relating to the CIG Solutions to the press by way of interview, press releases or otherwise.
- 5.2 Provided that such written consent shall be deemed to be given in respect of the circulation or issue of any written information consisting of any prospectus or other document or any report issued or approved by CIG and in respect of the making by the Distributor or Introducer of any representation which is contained in any such prospectus or other document or in any such report.
- 5.2.1 The Distributor or Introducer shall provide CIG with drafts of all written information, advertisements and other material intended to be circulated by it which relate to the CIG Solutions or CIG or any other parties connected with such CIG Solutions prior to the proposed date of publication.
 - 5.2.2 The Distributor or Introducer is not authorised to respond on behalf of CIG to any enquiries or requests for information received from the press relating to CIG or the CIG Solutions and the Distributor shall, unless otherwise notified in writing by CIG, decline to answer such enquires or requests but shall instead refer all such enquiries to CIG.
 - 5.2.2.1 The Distributor shall ensure that all Introducers introduced by the Distributor are supplied with a copy of the most up to date CIG product documentation (and relevant supplements thereto), relating thereto and any other materials which CIG may from time to time direct.
 - 5.2.2.2 The Introducer shall ensure that all Investors introduced by the Introducer are supplied with a copy of the most up to date CIG product documentation (and relevant supplements thereto), relating thereto and any other materials which CIG may from time to time direct.

6.0 Intellectual Property Rights

- 6.1 Any and all Intellectual Property Rights arising as a result of or as a consequence of the Distributor or Introducer activity in conjunction with this agreement (the "IPR") shall belong to CIG for the full term of such rights and for all renewals or extensions of such rights. The Distributor or Introducer hereby assigns its full right, title and interest, past, present and future in and to the IPR to CIG.
- 6.2 The Distributor shall forthwith communicate to CIG any designs, discoveries or other matters potentially the subject of the IPR arising as a result of or as a consequence of the Distributor's activity in conjunction with this agreement and shall not disclose them to any third party without the prior written consent of CIG. CIG shall own and the Distributor shall deliver to CIG all documents, drawings, models, samples, prototypes and the like prepared by the Distributor or for the Distributor which relate to the IPR.
- 6.3 The Distributor or Introducer hereby agrees that it shall, at CIG's request but at no cost to CIG, execute or procure the execution of any document CIG requires to vest in CIG the full legal title to CIG of the IPR and to enable CIG to enjoy the full benefit thereof.
- 6.4 Any IPR shall be original and shall not be copied from any third party. The Distributor shall indemnify and hold harmless CIG, its servants and agents against any and all claims, damages, actions, or losses whatsoever incurred or suffered by CIG, its servants and agents arising in any way due to any claim by a third party that the IPR infringes the Intellectual Property Rights of the third party.
- 6.5 In the event that specific IPR is developed by the Parties for the purpose of pursuing this agreement it is agreed that such IPR shall be excluded from the terms of this agreement but only if there is a specific written agreement entered into by the parties in respect of that IPR at the outset of the development of the IPR.

7.0 Provision of Information by Capital International Group

- 7.1 CIG shall from time to time provide the Distributor or Introducer with such information or advice relating to or in connection with the CIG Solutions as may be reasonably requested by:
- 7.1.1 The Distributor in connection with its duties and functions under the Agreement provided that CIG shall not be obliged to provide or supply the Distributor with information which it deems unnecessary or inappropriate for the Distributor to receive.
- 7.1.2 The Introducer in connection with its duties and functions under the Agreement provided that CIG shall not be obliged to provide or supply the Introducer with information which is not generally available to other intermediaries receiving fees from CIG in connection with the promotion of the CIG Solutions.

8.0 Warranty

- 8.1 The Distributor or Introducer and CIG each hereby represent and warrant:
- 8.1.1 That it is and will at all times remain duly authorised or otherwise permitted under any relevant laws, rules and regulations to perform all of its services under the Agreement and that it has obtained and will maintain in force all requisite government and other regulatory consents, licences and approvals in relation thereto;
- 8.1.2 That it will notify the other Party in the event that its regulatory status changes; that is if it ceases to hold all or any of the government and other regulatory consents, licences and approvals in relation to its business.
- 8.2 The Introducer hereby represents and warrants:
- 8.2.1 That any materials and/or advertisements issued by the Introducer in connection with the CIL Solutions will comply in all respects with the provisions of any applicable rules, laws and regulations relating to such CIL Solutions;
- 8.2.2 That if it is providing investment advice to any client that it will have completed a relevant assessment of the suitability of the client for the chosen product or and will notify CIG in the event that any such client relationship ceases or the clients circumstances change to such an extent as to affect the suitability of the product or service for the client.
- 8.3 Each Party shall whenever requested to do so by the other Party provide documentation or other evidence of the matters which are the subject of the warranty set out in Sub-Section 8.1 above, and shall forthwith notify the other Party if any of the warranties contained in Sub-Section 8.1 above cease at any time to be true.

9.0 Indemnity

- 9.1 The Distributor or Introducer shall indemnify and keep indemnified CIG (both as a principal and, where relevant, as trustee or agent for CIG and CIG's officers, agents and employee) against all actions, suits, proceedings, claims, demands, costs, charges, and expenses whatsoever which may be taken instigated or instituted against CIG (or any such person aforesaid) or which may be incurred or become payable by CIG (or any such person aforesaid) in connection with or arising out of any omission of or act done or omitted to be done by the Distributor, Introducer or any agent of the Distributor or Introducer in breach of the terms hereof. Without prejudice to the generality of the foregoing the Distributor or Introducer shall indemnify and keep indemnified CIG in respect of all legal and other fees and expenses incurred by CIG (or any such other person aforesaid) arising out of any such action, suit or proceedings aforesaid.

10.0 No Partnership

10.1 Nothing in this Agreement shall constitute a partnership between the parties or constitute either party thereto the employer or agent of the other.

11.0 Non-Exclusive

11.1 Subject to a written agreement to the contrary, during the period of the Agreement the Distributor or Introducer may act in any capacity whatsoever for or on behalf of or be involved whether as principal agent or otherwise in the incorporation of or promotion or sale of shares or securities or interests in any company, trust, partnership, mutual fund or other investment body corporate or unincorporated in addition to the CIG Solutions as long as the services provided to third parties do not result in a conflict between the interests of CIG and the interests of the third parties.

11.2 Similarly CIG may appoint such other intermediaries as it thinks fit to assist in the promotion, distribution and selling of the CIG Solutions and CIG may promote and distribute the CIG Solutions directly or indirectly as it thinks fit.

12.0 Term

12.1 Save as hereinafter provided the Agreement shall commence on the date thereof and shall continue for an initial term of 1 year and thereafter unless and until terminated by either party giving to the other not less than one month's notice in writing expiring at any time provided that in the case of an Introducer such termination will not affect any transactions already initiated or any other outstanding rights and obligations and the terms of this Agreement will continue to apply for so long as we have any outstanding obligations to each other.

12.2 Notwithstanding the foregoing the Agreement may be terminated by either Party forthwith by notice in writing to the other Party if at any time and without liability on the part of the notifying Party if:

12.2.1 The other Party shall commit any breach of this Agreement which is incapable of being remedied by damages or otherwise; or if such breach is capable of remedy shall not have remedied such breach to the satisfaction of the other Party within thirty days from the date on which such breach is notified in writing by one Party to the other;

12.2.2 The other Party shall have its authorisation under any legislation cancelled suspended or restriction placed thereon;

12.2.3 The notifying Party shall go into liquidation or administration (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party).

12.3 Upon termination for any reason the Distributor or Introducer will immediately return to CIG all advertising, promotional and other materials which may have been provided to them by CIG pursuant to Clause 5 hereof.

13.0 Anti-Money Laundering and Countering the Financing of Terrorism

13.1 You represent and warrant that you comply with and will at all times in the future comply with all or any local regulations relating to money laundering and countering the financing of terrorism (ML/CFT) from time to time. You will furnish us with the name of your Money Laundering Reporting Officer (MLRO) from time to time and acknowledge that if our MLRO is suspicious of any unusual activity within our account he/she may make a report to the Isle of Man Financial Crimes Unit without reference to you.

13.2 In all cases reference to the expression "customer" in this section shall include in the case of entities all or any underlying client, beneficial owner(s), settlor controller or protector in respect of nominee accounts, trust or corporate clients.

13.3 If you are a Regulated Financial Services Institution in the UK or European Union and we have accorded you Acceptable Applicant status we will deal with you on the understanding that you comply with all EU regulations relating to ML/CFT from time to time.

13.4 If you are a regulated Financial Services Institution based or incorporated in Jersey, Guernsey, the Isle of Man or a non EU Country, which is a member of the Financial Action Task Force and we have accorded you Acceptable Applicant status we will deal with you on the understanding that you comply with all local regulations relating to money laundering which are equivalent to all EU regulations relating to ML/CFT from time to time.

13.5 In the event that either Clause 1.3 or 1.4 apply to you this means that evidence as to the identity together with evidence as to source of funds / wealth of any customer for whom you act as agent or otherwise, will have been obtained, verified and recorded under procedures maintained by you; further that you will take steps to establish and maintains systems which will keep records of all transaction between all or any of us and the customer; and that such evidence and records will be retained by you for a minimum period of six years from the date of each transaction or the termination of a business relationship You further agree to inform us specifically of each case where either you are not required or have been unable to verify the identity of an customer or where in the course of the verification process you have discovered that the customer is a PEP.

13.6 In the event that we grant you eligible introducer status or we rely on the 'acting on behalf of' concession you agree to do all things which we may reasonably require to enable us to comply with our own obligations. In particular you will

13.6.1 Supply or make available on request your procedures relating to the matters set out in this Section 13 and

13.6.2 That you agree to and grant us rights to periodically (or if appropriate on a random basis) test your procedures or inspect the documentation obtained as a consequence of those procedures being performed whether by attendance upon your premises or otherwise as we may reasonably see fit

13.6.3 At any time immediately on request supply to us information on the identity of the customer, copies of the evidence verifying the identity of the customer and all other due diligence information held by you in respect of your customer in any particular case.

13.6.4 Not rely on a third party for evidence of identity or verification of the same

- 13.7 In all other circumstances we are required to follow the Anti-Money laundering requirements relating to the identification of our clients or the underlying principals where they act as agent together with evidence as to source of funds / wealth.
- 13.8 You agree to cooperate in the provision of information and understand and acknowledge that in the event that satisfactory evidence is not obtained or produced we reserve the right to terminate either this agreement in its entirety or any agreement or transaction or series of transactions in respect of all or any specific client(s) introduced by you.
- 13.9 If at any time you are no longer able to comply with these requirements, either because of a change in the law applicable to you, or in the terms of business between you and your customer; or because you have ceased to do business with your customer, or have ceased trading; or for any other reason you must:
- 13.9.1 Notify us that you are no longer able to comply, and
- 13.9.2 As soon as is practicably possible thereafter and at your expense provide us with the records, or copies of the records, which you have maintained pursuant to your obligations hereunder.
- 14.0 Remuneration**
- 14.1 CIG shall pay:
- 14.1.1 The Distributor remuneration for the distribution of CIG Solutions to Introducers and for the effective servicing of those Introducers. The remuneration payable shall be in accordance with Clause 14.4 below, or otherwise as may be amended and supplemented from time to time and agreed between CIG and the Distributor on a case by case basis.
- 14.1.2 The Introducer remuneration for the distribution of CIG Solutions to the Introducer's clients and for the effective servicing of those clients of the Introducer holding such CIG Solutions. The level of compensation shall be in accordance with the published charging structure for each CIG Solution or otherwise as may be amended and supplemented from time to time and agreed between CIG and the Introducer on a client by client basis.
- 14.2 Initial remuneration (if any) shall be payable following the receipt by CIG of cleared funds from or on behalf of a new Investor in respect of his new investment account and shall be calculated as soon as possible thereafter and normally be payable on either the 7th or 21st day (or the next business day thereafter) of the relevant month unless otherwise agreed.
- 14.3 Annual Remuneration shall be calculated on a quarterly basis, after the quarter end date for the months of March, June, September and December in each year, and be normally payable on the 21st day (or the next business day thereafter) of the following month unless otherwise agreed.
- 14.4 The Distributor shall be entitled to receive remuneration in accordance with Sub-Clauses 14.4.1 to 14.4.2 below for the lifetime of the accounts to which those remuneration relate, unless Clauses 14.5 to 14.6 shall apply.
- 14.4.1 CIG agrees to pay the Distributor certain remuneration in compensation for its duties under this agreement in relation to business the Distributor introduces to CIG's Products and Services.
- 14.4.2 In order for CIG to recognise an application as one introduced by the Distributor, the Distributor must ensure that each application form attributable to the Distributor is clearly identified as such. CIG will pay remuneration only on those accounts identified as introduced by the Distributor and CIG will not be obliged to pay remuneration where this is not communicated although it reserves the right to pay remuneration on such accounts on a case by case basis at its own sole discretion..
- 14.5 All remuneration shall cease to accrue in respect of any CIG account that is redeemed or transferred or otherwise closed.
- 14.6 All fees shall cease to accrue immediately on either (a) the termination of the Agreement pursuant to Section 12 hereof; or (b) in respect of any investment in a CIG Solution by any Investor to the extent that such investments are redeemed or transferred or otherwise disposed of by such Investor.
- 14.7 Remuneration shall become due upon receipt by CIG of the corresponding fees and remuneration on an account. CIG shall not be obliged to pay any remuneration where such corresponding account fees and remuneration have not been received by CIG.
- 14.8 The Distributor or Introducer agrees to repay to CIG any remuneration that it has received in error from CIG. In the event that CIG may repay an amount to a client account for whatever reasonable reason, the Distributor or Introducer agrees to repay to CIG any corresponding remuneration that it has received from CIG.
- 14.9 Upon written notice to the Introducer, CIG may elect no longer to pay fees to the Introducer under the Agreement in connection with the promotion and sale of CIG Solutions to the class or classes of persons and to the territory or territories stipulated in the said notice. Such notice shall take effect from the date specified in such notice.
- 14.10 The Distributor or Introducer shall be responsible for (and shall have no right to reimbursement from CIG in respect of) any overhead or out of pocket fees or expenses incurred by the Distributor in respect of its duties hereunder.
- 15.0 Agents & Delegation**
- 15.1 Subject to Clause 4.1.2 and 15.2, the Distributor may employ and pay an agent or agents at the expense of the Distributor to perform or concur in performing any of the activities permitted under these Distributor Terms of Business.
- 15.2 The Distributor is responsible for the actions of its agents as if they were the direct actions of the Distributor.
- 16.0 Assignment**
- 16.1 The appointment of the Distributor or Introducer is personal to the respective Distributor or Introducer which shall not be entitled to assign or otherwise transfer the benefit of the same to any other person whatsoever without the prior written consent of CIG. If the Distributor or Introducer shall at any time during the continuance of this Agreement change its name, address, or other details it shall forthwith notify CIG in writing of such change and shall provide CIG with formal evidence thereof in the form of a copy of the Introducer's certificate of incorporation or equivalent documentation.

17.0 Notices

17.1 Notices to be given by you must be sent in writing by post to our registered office marked 'for attention of the Compliance Officer' and notices to be given by us will be sent by post to the last address you have notified to us for this purpose, and shall in each case be deemed to have been received on the second business day after posting if sent to an address in the United Kingdom and 7 business days after posting if sent to an address outside the United Kingdom. In proving the giving of any notice it shall be sufficient to prove in the case of a letter that such letter was properly stamped addressed and placed in the post.

18.0 Variation

18.1 We may vary the arrangements contained in these Terms of Business by notice in writing to you at any time. Such variations will become effective on a date specified in the notice which will be sent to you at least 5 working days before such variations become effective. No variation will affect any outstanding order or transaction or any legal rights or obligations that may have already arisen.

18.2 You are deemed to have consented to any alteration that may be effected to these terms and conditions if we do not receive notification otherwise from you, in writing, within the time that the changes were notified to you and their coming into effect.

19.0 Entire Agreement

19.1 These Distributor and Introducer Terms and Conditions, together with Schedule 1 for Distributors embody the entire understanding between the parties with respect to the subject matter hereof and no modification or amendment or provision of the Agreement shall be effective unless the same shall be reduced to writing and signed by the parties hereto in accordance with Clause 18 above.

20.0 Waiver

20.1 Any waiver by either party of any breach of any provision of the Agreement or these Distributor and Introducer Terms and Conditions shall not constitute a waiver of any subsequent breach or affect in any way the effectiveness of the Agreement.

21.0 Force Majeure

21.1 Neither Party will be held liable for any loss incurred by the other Party which arises either wholly or in part as a result of an event or state of affairs which is beyond the control of either Party to prevent and the effect of which is beyond their power to avoid and which may arise inter alia from delays or changes in market conditions whether before or after any transaction, market fluctuation, currency fluctuation, computer failure, labour dispute, inability to communicate with market makers, or for any other reason and whereby the Parties are either unable to take or refrain from taking or shall not be obliged to take or refrain from taking any action as a consequence thereof.

21.2 Each Party (as relevant) will use all reasonable endeavours to avoid or overcome the cause affecting performance and shall fulfil all outstanding performance as soon as it becomes practicable to do so.

22.0 Anti-Bribery

22.1 Both Parties represent and warrant that:

22.1.1 Each will comply with all Applicable Laws in respect of the performance of its obligations under these Terms of Business including without limitation all applicable laws and regulations relating to taxation, exchange controls, customs matters, anti-bribery, anti-corruption, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters.

22.1.2 Each party and its directors, employees, workers, contractors, agents, advisors, nominees, assignees and any other service providers ("Associated Persons") will not engage in any activity, practice or conduct which could contravene the Bribery Act 2013 if such activity, practice or conduct had been carried out anywhere in the world, or which could cause the other party to contravene the Bribery Act 2013.

22.1.3 Each party's responses to the other party's anti-bribery due diligence and enquiries, if requested, are complete and accurate.

22.1.4 None of each party's officers or employees or any Associated Person who are performing services in connection with these Terms of Business is a foreign public official (as defined by the Bribery Act 2013), that no foreign public official owns a direct or indirect interest in the party or any associated person, and that no foreign public official has any legal or beneficial interest in any payments made by each party.

22.1.5 Each party shall promptly notify the other if, at any time during the term of these Terms of Business, our circumstances, knowledge or awareness change such that each party would not be able to repeat the warranties set out in this Clause 22 at the relevant time.

23.0 Rights of Third Parties

23.1 A person who is not a party to the Terms of Business (other than a successor in title or a permitted assignee) has no right to enforce any term of the Terms of Business.

24.0 Governing Law

24.1 These Distributor and Introducer Terms and Conditions shall be construed in accordance with the laws of the Isle of Man and you irrevocably submit to the jurisdiction of the Manx Courts.

24.2 If any provision of this Agreement is or becomes invalid the remaining provisions shall not become invalid.

1 Details About Your Business

Business Name	<input type="text"/>		
Business Type	<input type="checkbox"/> Distributor	<input type="checkbox"/> Introducer	
Address	<input type="text"/>	Address	<input type="text"/>
For remuneration statements	<input type="text"/>	For sales literature & marketing	<input type="text"/>
	<input type="text"/>		<input type="text"/>
Postcode	<input type="text"/>	Postcode	<input type="text"/>
Contact Name	<input type="text"/>		
Contact Number	<input type="text"/>	Fax Number	<input type="text"/>
E-mail Address	<input type="text"/>		

2 Regulatory Information

Regulated by	<input type="text"/>		
Reference No.	<input type="text"/>	We wish to receive statements/literature via:	
VAT Number	<input type="text"/>	<input type="checkbox"/> Hard-Copy	<input type="checkbox"/> E-mail

We enclose certified copies of the following documents for Due Diligence:

For Distributors only

- | | | |
|---|---|---|
| <input type="checkbox"/> Register of directors (where applicable) | <input type="checkbox"/> Certificate of incorporation | <input type="checkbox"/> Completed Terms & Conditions with each page initialised by an authorised signatory |
|---|---|---|

We will require the following for two Directors:

- | | |
|--|---|
| <input type="checkbox"/> Copy of passport/recognised identity card | <input type="checkbox"/> Verification of residential address (e.g. utility bill not more than 6 months old) |
|--|---|

For FSA regulated Introducers only

- Authorised signatory list

For all other Introducers

- | | | |
|---|---|--|
| <input type="checkbox"/> Authorised signatory list | <input type="checkbox"/> Register of company directors | |
| <input type="checkbox"/> Certificate of incorporation | <input type="checkbox"/> Register of members/shareholders | |
| <input type="checkbox"/> Proof of registration with a regulatory body clearly stating starting date of validity | <input type="checkbox"/> Structure chart detailing group/associated entities (where possible) | <input type="checkbox"/> Verification of identity & residence for a minimum of two directors & signatories |

Individual Introducers

- | | |
|--|---|
| <input type="checkbox"/> Copy of passport/recognised identity card | <input type="checkbox"/> Verification of residential address (e.g. utility bill not more than 6 months old) |
|--|---|

Notes

All document certifications must be dated and accompanied by the signatories printed name, position and contact details and include the text:

"I certify this is a true copy of the original"

And in the case of photographic identification:

"I certify that this is a true copy of the original and that the photograph is a true likeness of the individual concerned"

Suitable certifiers are restricted to the following:

- | | | | | |
|--------------|--|------------------|-------------------|-------------------|
| • Judge | • Senior Civil Servant | • Police Officer | • Customs Officer | • Actuary |
| • Accountant | • Banker | • Embassy | • Consulate | • Lawyer/Advocate |
| • Notary | • Director/Manager/Secretary of Isle of Man regulated firm | | | |

3 Remuneration Details

Remuneration structure must be agreed with Capital International Group in advance to avoid processing delays.

Introductory remuneration payments are generated on a twice-monthly basis on the 7th and 21st of each month once investment premiums.

Annual remuneration payments are generated on a quarterly basis and paid within 21 days of quarter-end.

4 Payment Instructions

Remuneration payments can be made directly to your Remuneration/Header Account with the Capital International Group, bank or building society account. Please complete details below, otherwise payment, by default, will be issued as a cheque.

Account Name	<input type="text"/>		
Bank Name	<input type="text"/>		
Branch	<input type="text"/>		
Branch Sort Code	<input type="text"/> - <input type="text"/> - <input type="text"/>	Account Currency	<input type="text"/>
Bank/Building Society Account Number or IBAN	<input type="text"/>	SWIFT/BIC Code	<input type="text"/>

The IBAN can be obtained from your Bank or Building Society branch. Please ensure your account will accept direct credit payments through the Banks Automated Clearing System. The Capital International Group does not accept instructions for payments to be made to an account other than the Distributor's own business account.

Should the quotation of account numbers and sort code, or IBAN made by the Distributor or Introducer prove incorrect, the Capital International Group will not accept responsibility for any loss incurred by the Distributor or Introducer.

5 Introducer Internet Security & Access

If you wish to obtain access to view your client accounts via the internet then please register at www.capital-iom.com

6 Declaration & Authorisation

We acknowledge receipt of a copy of the Distributor and Introducer Terms & Conditions between the Capital International Group of companies and us, and agree to be bound by the same.

Authorised Signature

Print Name

Date

 - -

Capital International Group

t +44 (0) 1624 654200 e info@capital-iom.com

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