



INTERMEDIARY APPLICATION AND AGREEMENT

("The Intermediary") hereby applies to be recognised as an accredited Financial Advisor who may represent investors on the INTERVEST Linked Investment Services Provider platform.

The Intermediary acknowledges that its accreditation and recognition by EFS Investment Solutions (Pty) Ltd trading as INTERVEST, will be based on the information provided and the Intermediary's acceptance of the Terms and Conditions for Financial Advisors set out herein.

Required Documents for natural person

- Original certified copy of **ID** (with three specimen signatures)
- Original certified copy of **proof of residence** (not older than 3 months)
- Original certified copy of **bank statement** / cancelled cheque
- Proof of SA income **tax number**

Type of entity

- Company(private and public) / CC [please complete all sections except Annexure A]
- Sole Proprietor [please complete all sections except section 2]

Required Documents Companies / CC's

- Original certified copy of proof of registration (CM1 / CK1)
- Original certified copy of proof of physical business address (CM22) - [not older than 3 months]
- Original certified copy of bank statement / original cancelled cheque for company
- Proof of SA income tax number
- Letter of authority / resolution from the Board of Directors appointing the authorised signatory.
- Natural persons FICA documents for authorised signatory
- Copies of ID and proof of residence of all other members / directors
- Copy of Financial Services Board FSP License

Required Documents for a Sole Proprietorship

- Physical business address on a letterhead (if not the same as sole proprietor's home address)
- Original certified copy of bank statement / original cancelled cheque in the name of the sole proprietorship
- Copy of a SARS document with tax number. (usually the same as the sole proprietor's tax number)
- Natural persons FICA documents for the sole proprietor
- Copy of Financial Services Board FSP License (in the name of the Sole proprietor)

1. Business details:

Business name _____

Registration No _____

Physical address _____

 _____ Code _____

Postal address _____
 _____ Code _____



Telephone (Home) _____ Telephone (Work) _____

Telephone (Fax) _____ Telephone (Cell) _____

E-mail _____

FSP Licence number _____

Licence category Category I Category II

Income tax number _____

VAT Vendor Status Not registered Registered - VAT number _____

Business Bank Account Details:

Name of Account Holder _____

Name of Bank _____

Branch Name _____ Branch Code _____

Account Number _____

Type of Account Current Savings Transmission

***Please be advised that the above banking details supplied will be used to pay fees due.**

2. Directors/Members

Please give full particulars of all directors of company or members of closed corporation and provide us with copies of ID and proof of address for each.

Director/Member name and surname	ID number	Physical address
1.		
2.		
3.		
4.		

NOTE:

Recognition and Accreditation as Intermediary for purposes of representing investors

Sections 3 and 4 below serve to inform INTERVEST whether or not each Intermediary is fit for recognition and accreditation as a Financial Advisor. In principle, and provided that there are not other indications to the contrary, the Intermediary will be recognised and accredited if the Intermediary ~

- i. has attained one or more relevant professional qualifications (such as CFP (ILPA) etc.), or failing this, has been a full time Independent Financial Advisor (IFA) continuously for the past three years; and
- ii. is a member of and in good standing with one or more of the relevant professional bodies (such as FPI etc.)

Should the Intermediary not meet these requirements, INTERVEST reserves the right to enter into further correspondence with the Intermediary regarding the basis for accreditation.

Where the application is completed on behalf of a business entity, it will be the entity's responsibility to evaluate and ensure that all its employees or representatives involved in the marketing of INTERVEST's products have appropriate qualifications.

Applicant's initials



3. Key individual(s) of FSP – authorised to transact with INTERVEST

Please note that the key individual(s) must register on the INTERVEST website and submit their FICA documents as per the individual requirements.

If there is more than one key individual, please make a copy of this page and attach the completed, signed copy to the application form.

Title _____ Surname _____

First Names _____

ID Number _____ Date of birth ____ / ____ / ____
DD MM YYYY

Physical address _____

 _____ Code _____

Postal address _____
 _____ Code _____

Telephone (Home) _____ Telephone (Work) _____

Telephone (Fax) _____ Telephone (Cell) _____

E-mail address _____

Income tax number _____

3.1 Qualifications, professional & legal status:

Professional and other tertiary qualifications & dates acquired (e.g. CFP etc.): _____

Current professional memberships (e.g. FPI): _____

Number of years experience as financial planner:

Licence category: Category I Category II

Which of the following products are you licensed with the FSB:

	Product	No of years
Retail Pension Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Money market instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Participatory interests in Collective Investment Schemes	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category A	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category B	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category C	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Short-term Insurance: Personal Lines	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Short-term Insurance: Commercial Lines	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pension Fund Benefits (excluding retail pension benefits)	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Shares	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Debentures and securitised debt	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Warrants, certificates and other instruments acknowledging	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Bonds	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Derivative instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Foreign currency denominated investment instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Health Services Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Deposits as defined in the Bank Act – exceeding 12 months	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Deposits as defined in the Bank Act – 12 months or less	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Friendly Society Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

Applicant's initials

4. Authorised representative(s) of FSP – if different from the key individual

Please note that the representative(s) must register on the INTERVEST website and submit their FICA documents as per the individual requirements.

If there is more than 1 representative, please make a copy of this page and attach the completed, signed copy to the application form.

Title _____ Surname _____

First Names _____

ID Number _____ Date of birth ____/____/____
DD MM YYYY

Physical address _____

 _____ Code _____

Postal address _____
 _____ Code _____

Telephone (Home) _____ Telephone (Work) _____

Telephone (Fax) _____ Telephone (Cell) _____

E-mail address _____

Income tax number _____

4.1 Qualifications, professional & legal status:

Professional and other tertiary qualifications & dates acquired (e.g. CFP etc.): _____

Current professional memberships (e.g. FPI): _____

Number of years experience as financial planner:

Licence category: Category I Category II

Which of the following products are you licensed with the FSB:

	Product	No of years
Retail Pension Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Money market instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Participatory interests in Collective Investment Schemes	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category A	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category B	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Long-term Insurance: Category C	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Short-term Insurance: Personal Lines	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Short-term Insurance: Commercial Lines	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Pension Fund Benefits (excluding retail pension benefits)	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Shares	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Debentures and securitised debt	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Warrants, certificates and other instruments acknowledging	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Bonds	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Securities and Instruments: Derivative instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Foreign currency denominated investment instruments	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Health Services Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Deposits as defined in the Bank Act – exceeding 12 months	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Deposits as defined in the Bank Act – 12 months or less	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Friendly Society Benefits	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

Applicant's initials

5. Professional Indemnity

Does the Intermediary or its firm hold Professional Indemnity Insurance applicable to its activities as an IFA?

Yes No

If 'Yes', please provide full details i.e. name of insurer, amount covered, exclusions etc.
If 'No', please provide the reason why not:

6. Reputational Character

Have you or any director/member/authorised representative ever been:

- declared insolvent; Yes No
- the subject of any disciplinary hearing, enquiry, investigation or procedure involving your professional activities in the Financial Services Industry ; and Yes No
- found guilty of any crime involving fraud, theft, perjury or any other form of dishonesty? Yes No

If 'Yes' to any of the above, please provide full details:

7. Fees

The Intermediary may charge a maximum initial fee of 3% excluding VAT per portfolio:

- If an initial fees is in excess of 1.5% excluding VAT per portfolio, a maximum ongoing fees of 0.5% of the market value of the investment is permitted.
- If an initial fees is less than 1.5% excluding VAT per portfolio, a maximum ongoing fees of 1% of the market value of the investment is permitted.

8. Politically exposed people details

Please complete if you are a politically exposed person as defined in Directive 2005/60/EC, as "*natural persons who are or have been entrusted with prominent public functions as well as immediate family members, or persons known to be close associates, of such persons*".

Jurisdiction _____

Year _____

Duration _____

Position _____

9. Terms, Conditions and Declarations for Intermediaries

1. In this agreement unless clearly inconsistent with or otherwise indicated by the context, all interpretations and meanings shall be consistent with the Standard Terms and Conditions as contained on the INTERVEST website at www.intervest.co.za
2. **By acceptance of these Terms and Conditions for Intermediaries, the Intermediary also acknowledges that the Intermediary has read, understood and accept the Standard Terms and Conditions as contained on the Interinvest.co.za website, which may be amended from time to time. A copy of these Standard Terms and Conditions may be requested via email from direct@intervest.co.za.**
3. The Intermediary acknowledges that this agreement is subject to legislation, industry agreements, codes of conduct to which INTERVEST may be a party, retirement fund rules and retirement fund trustee decisions.
4. Once the Intermediary's recognition and licensing as an Independent Intermediary ('IFA'), under the Financial Advisory and Intermediary Services Act no 37 of 2002, has been confirmed by INTERVEST, the Intermediary will be able to submit the Intermediary's clients' applications and orders for collective investment schemes and retirement products available on the INTERVEST investment platform.
5. The Intermediary acknowledges that it is not being appointed and may not in any way whatsoever hold itself out as an agent, representative or employee of INTERVEST. The Intermediary further acknowledges that no relationship of agency has or will come about through the Intermediary's recognition and accreditation as IFA by INTERVEST or on account of the payment of fees to the Intermediary on behalf of the Intermediary's client as agreed between the Intermediary and its client.



6. The Intermediary and its firm hereby indemnify INTERVEST against any claim or loss suffered on account of the Intermediary misrepresenting its status to any investor. The indemnity includes but is not restricted to any act of negligence or fraudulent activity by the Intermediary or its firm. If INTERVEST reasonably expects that it may have a claim against the Intermediary and its firm under this indemnity, it may, in its sole discretion, withhold any fees due to the Intermediary until the dispute has been determined whereafter set off may occur.
7. The Intermediary may not publish or circulate any printed or written matter concerning INTERVEST without the prior written approval of INTERVEST unless such material was compiled by INTERVEST for purposes of publication and circulation. The Intermediary shall not assume, without first confirming with INTERVEST, that any promotional material older than 60 days is still current and relevant. Further up to date information about INTERVEST may be obtained from www.intervest.co.za or by contacting INTERVEST. INTERVEST will not be responsible for any information about INTERVEST that has not been obtained directly from INTERVEST or on its website.
8. The Intermediary chooses as its domicilium citandi et executandi for all purposes in terms hereof the address provided by the Intermediary in the application form.
9. Investors will be required to approve any investment or repurchase requests made on their behalf unless separate documentary proof of the Intermediary's mandate to sign any form on behalf of an investor or transact on behalf of the investor at the Intermediary's discretion is submitted. The Intermediary may not permit an investor or prospective investor to sign incomplete or blank forms, which require the completion of details at a later stage. The Intermediary may not require of or advise an investor to waive any of his rights in terms any legislation.
10. The Intermediary undertakes to keep their clients on the INTERVEST platform informed in respect of investment and transaction analysis and any changes to the INTERVEST terms and conditions.
11. INTERVEST may, at its sole discretion, request any additional documentation or evidence it believes necessary to verify the credentials or authority of any party to an instruction.
12. INTERVEST may, at its sole discretion not act upon any instruction until all INTERVEST application forms and regulatory requirements have been satisfied. INTERVEST reserves the right to report to and liaise with any investor in accordance with the contact information submitted on any application form or other instruction form submitted in written and electronic format.
13. All monies for investment in collective investment schemes will be paid into the trust bank account of the Nominee appointed by INTERVEST. All monies for investment in retirement funds will be paid into the bank account in the name of the retirement fund as specified on the Intervest.co.za website. Payment may be made via a direct deposit, inter-bank transfer or debit order. INTERVEST will only accept responsibility for payments, howsoever made, once received in its bank account.
14. INTERVEST shall pay fees to the Intermediary, on behalf of its client, on the basis agreed between the Intermediary and its client as evidenced through completion of the relevant section of the investor application form, as signed by the client once the investments have been accepted and payment therefore has been received.
15. Initial fees will be paid upon completion of each client transaction, by means of transfer of money market unit trust into a portfolio owned by the registered legal entity or natural person.
16. INTERVEST shall not be responsible or liable for any delay in the payment of fees if the Intermediary's details are entered incorrectly above or on any written or online application form.
17. No fees will be earned on the redemption or switching of units between collective investment schemes offered by INTERVEST or on any transaction by an investor previously introduced by the Intermediary and who later acts on his/her own behalf in dealing directly with INTERVEST.
18. In the event of a dispute as to who is entitled to or whether fees is due in respect of any investment, INTERVEST may, in its sole discretion, withhold payment until the dispute has been resolved.
19. No fees will be paid in advance of receipt of any investment. INTERVEST may reverse any fees paid should an investment contract be cancelled after the date of investment and / or INTERVEST for any reason whatsoever be placed under an obligation to refund the fees paid by the investor.
20. INTERVEST will provide the Intermediary with consolidated online statements per individual client represented on the INTERVEST platform consisting of any transactions, administrative fees and any fees earned.
21. INTERVEST may, in its sole discretion, alter the bases for fees as applicable to INTERVEST investment products from time to time.
22. The Intermediary agrees not to pay, offer to pay or cause to be paid any monetary amount or consideration directly or indirectly, to any employee of INTERVEST in respect of any investment made or to be made in any collective investment scheme offered by INTERVEST in particular, in respect of any fees paid or to be paid to the Intermediary for any investment, and irrespective of who completed the application for such investment.
23. No intermediary registered with INTERVEST will receive any fees, incentives, fee reductions or rebates from the administrator for placing clients' funds with the administrator or into a specific fund or product offered by INTERVEST other than fees negotiated with the client in terms of 14 above. The Intermediary warrants that it will not receive any such fees, incentives, fee reductions, or rebates from any provider of underlying investments, unless this has been and will be fully disclosed to the client (in monetary terms) and to INTERVEST and the relevant retirement fund trustees.
24. The agreement will terminate automatically:
 - On death of the Intermediary (where the Intermediary is a natural person).
 - On the date on which a partnership is terminated (where the Intermediary was a partnership).
 - When the Intermediary is de-registered (where the Intermediary was a juristic person or trust).
 - On the liquidation or sequestration of the Intermediary.
 - Upon either party furnishing the other with 2 weeks written notice to that effect.

Written notice includes electronic written communication to the e-mail address indicated on a written application form or the most recent e-mail address stated via on-line accounts.
25. Should the Intermediary be convicted of any crime involving dishonesty such as, but not limited to fraud, theft or perjury, or be found guilty in any enquiry or proceedings, including any disciplinary hearing of unprofessional conduct, the Intermediary's accreditation will immediately and automatically lapse and the Intermediary undertake to immediately inform INTERVEST of this fact.
26. The Intermediary acknowledges that it is aware of and understands its duties and obligations as a financial Intermediary in terms of applicable legislation, including, and in particular, the Financial Advisory and Intermediaries Act, the Financial Intelligence Centre Act, and the Collective Investment Schemes Control Act.
27. The Intermediary undertakes to register where and when necessary in terms of any current and future legislation and ensure that it complies with all statutory duties including but not limited to, those promulgated under the Collective Investment Schemes Control Act, the Income Tax Act, the Value

Applicant's initials



Added Tax Act, the Stock Exchanges Control Act, the Financial Markets Control Act, the Long-term Insurance Act, the Financial Intelligence Centre Act and the Financial Advisory and Intermediary Services Act. It is recorded and agreed that it is the Intermediary's responsibility to evaluate and ensure that all representatives and employees involved in the marketing of INTERVEST products act in accordance with all applicable legislative provisions as well as with the terms and conditions set out in the agreement. It is also agreed that the Intermediary will take full responsibility for advice given to potential or actual investors by the Intermediary's employees or representatives and will maintain records thereof.

28. To the extent that any provisions of this Agreement is or may become unenforceable for any reason, such provision shall be severed from the remainder of the agreement, which shall remain in force.
29. In this Agreement reference to any gender includes the other genders.
30. The responsibility for the confidentiality and use of the client user name and password rests with the client. The Intermediary shall make this clear to its client and shall under no circumstances induce any of its clients to disclose its password to the Intermediary. The Intermediary shall immediately notify INTERVEST if any client makes its password known to the Intermediary so that INTERVEST can furnish the relevant client with a new password. INTERVEST does not accept any liability and the Intermediary agrees not to hold INTERVEST liable for any damages or loss of any kind resulting from the client's disclosure of his user name or password to any third party (including the Intermediary), and the Intermediary indemnifies INTERVEST and holds INTERVEST harmless in respect of any loss which INTERVEST may suffer as a result of any client disclosing its password to the Intermediary. If the Intermediary induces any of its clients to provide the Intermediary with its password and/or approve orders on behalf of any of its clients without the relevant client's knowledge, INTERVEST shall have the right to cancel this agreement forthwith, without prejudicing other rights it may have.
31. If this agreement is terminated, or if the Intermediary's accreditation lapses, the Intermediary's appointment in respect of all their clients on the INTERVEST platform will be cancelled automatically.
32. The Intermediary undertakes to keep his password secure, not to disclose it to any other person and to notify INTERVEST immediately if he has reason to believe that his password security may have been breached.
33. The Intermediary indemnifies INTERVEST and holds INTERVEST harmless in respect of any loss or damage suffered by INTERVEST or a client as a consequence of the Intermediary failing to act in accordance with any of these terms and conditions, or as a consequence of providing incorrect information on this or any other application or instruction form.
34. By their signature hereto any signatory on behalf of the Intermediary warrants that he has legal capacity to enter into this agreement. In this regard the intermediary, if he is a natural person, must furnish EFS Investment Solutions (Pty) Ltd trading as INTERVEST with a copy of their identification document or passport or, if the Intermediary is a legal person other than a natural person, with a copy of a resolution confirming that the person signing this agreement on behalf of the Intermediary is duly authorised to do so.
35. The Intermediary acknowledges and accepts that it is the Intermediary's responsibility to ensure that this form has been completed correctly and fully and confirm that the Intermediary is not signing it with any section left blank, including to be struck through if not applicable. INTERVEST shall not be liable for any loss or damage that the Intermediary may suffer on account of incorrect or fraudulent information later inserted or of any unauthorised amendments to this form.
36. The Intermediary acknowledges that the Intermediary has read and understood the information provided by INTERVEST in respect of the products (Collective Investment Schemes and Retirement Products).
37. The Intermediary accepts that INTERVEST reserves the right to verify the Intermediary's identity via a credit bureau and to do a check on the Intermediary's creditworthiness.
38. The Intermediary hereby authorises investigation of the intermediary's identity, and agree to an enhanced ongoing monitoring should the intermediary be deemed to be politically exposed. Politically exposed persons are identified as "*natural persons who are or have been entrusted with prominent public functions within the past year, as well as immediate family members or persons known to be close associates, of such persons*".
39. The Intermediary warrants that the information provided above is correct and that the Intermediary will advise INTERVEST in writing should any of the details completed herein change subsequent to signature hereof by the Intermediary.

Name & position of signatory: _____

Signature of the Intermediary _____ Date ____ / ____ / ____
DD MM YYYY

Name & position of Intervest representative: _____

Signature of Intervest representative _____ Date ____ / ____ / ____
DD MM YYYY

Applicant's initials



ANNEXURE A (only applicable to Sole Proprietors)

STATEMENT BY SOLE PROPRIETOR

I, _____,

ID number, _____,

hereby confirm that I am conducting business as a Sole Proprietor under the name of

and hereby request to open an account with INTERVEST in the name of my business.

I confirm that I:

1. use / don't use the same bank account for personal as well as business purposes;
2. conduct / don't conduct business from my personal home address;
3. am the only authorised signatory for the above account, and until written notice from me to the contrary has been received by EFS, EFS is regarded to accept it as such.

Signed at _____ on this _____ day of _____ 20 _____

Signature: _____

Applicant's initials
