

**Application to be approved as a distributor of
Standard Bank Offshore Group Products and Services**



Standard Bank

Please complete the application in full using **BLOCK CAPITALS**.

Section 1: Applicant Company details

1.1 Company details

Business name	
Trading name (if different from above)	
Applicants business / company registration number ¹	
Jurisdiction where business / company is registered	

¹ Please provide a certified copy of your certificate of incorporation (or equivalent doc)

Date business established	
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1.2 Registered address

Line 1	
Line 2	
Line 3	
Line 4	
Post code / Zip code	
Country	

1.3 Correspondence address (if different from above)

Line 1	
Line 2	
Line 3	
Line 4	
Post code / Zip code	
Country	

1.4 Contact details

Telephone number	
Website address	
Commission payments Email	
Regulatory reviews Email	
Ongoing administration/ account opening Email	

1.5 Business / Company activity

In which countries do you intend to promote or sell Standard Bank's products and services?	<input type="checkbox"/> Africa <input type="checkbox"/> Latin America <input type="checkbox"/> Australasia <input type="checkbox"/> Middle East <input type="checkbox"/> Other (specify) <input type="checkbox"/> Europe <input type="checkbox"/> South Africa <input type="checkbox"/> Far East <input type="checkbox"/> UK
Please describe your target clients' i.e. Expats, Trust and Companies, Local residents	
What are your promotional sources of new business?	<input type="checkbox"/> Advertising <input type="checkbox"/> Recommendations from existing clients <input type="checkbox"/> Other (specify) <input type="checkbox"/> Presentations to prospective clients <input type="checkbox"/> Referrals from other firms
Please give details of any other institutions you provide introductions to	

Section 2: Directors details (due diligence is required on all)

	Director 1	Director 2 (if applicable)
Full name (including title)		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth		
Place of birth		
Nationality		
Professional qualifications / Membership		
Email		
	Director 3 (if applicable)	Director 4 (if applicable)
Full name (including title)		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth		
Place of birth		
Nationality		
Professional qualifications / Membership		
Email		

If there is insufficient space on this page please provide this information on a separate sheet of paper.

Section 3: Shareholders details (due diligence is required on all)

	Shareholder 1	Shareholder 2 (if applicable)
Name		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth (dd-mm-yyyy)		
Place of birth		
Nationality		
Ownership (as a percentage)		
Are share certificates held in bearer form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Shareholder 3 (if applicable)	Shareholder 4 (if applicable)
Name		
Line 1		
Line 2		
Line 3		
Line 4		
Post code / Zip code		
Country		
Date of birth (dd-mm-yyyy)		
Place of birth		
Nationality		
Ownership (as a percentage)		
Are share certificates held in bearer form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If there is insufficient space on this page please provide this information on a separate sheet of paper.

Section 4: The Agreement

This agreement is made the

day of

20

Between

1 Standard Bank Offshore Group Limited, a company incorporated in Jersey and having its registered office at Standard Bank House, 47 — 49 La Motte Street, St. Helier, Jersey JE2 4SZ, and any one or more of the Regulated Subsidiaries (as defined below) (“SBOG”); and

Between

2 _____, a company incorporated in _____
 _____, a company incorporated in _____ and having its registered office address at _____
 _____; (the “Introducer”).

Whereas

- a** Each of the Regulated Subsidiaries (as defined below) are licensed in their respective jurisdictions of incorporation to carry out certain regulated financial service activities from or within those jurisdictions.
- b** The Introducer wishes to introduce to SBOG, persons identified by the Introducer who may wish to form a client relationship and enter into transactions with one or more of the Regulated Subsidiaries, and SBOG wishes the Introducer to make such introductions. **c** This Agreement shall not create the relationship of principal and agent between any SBOG entity and the Introducer.

It Is Agreed as follows:
1 Definitions

1.1 In this Agreement:

“**Agreement**” means this agreement and its schedules, duly executed by the parties.

“**Anti Corruption Law**” means

- a** the United Nations Convention against Corruption;
- b** the United States Foreign Corrupt Practices Act of 1977 as amended;
- c** the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation;
- d** the relevant common law or legislation from time to time in force in England and Wales, including without limitation the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001, Criminal Finances Act 2017, and/or Criminal Law Act 1977 as amended);
- e** the relevant common law or legislation from time to time in force in Jersey, including without limitation the Corruption (Jersey) Law 2006;
- f** the relevant common law or legislation from time to time in force in the Isle of Man, including without limitation the Bribery Act 2010;
- g** the relevant law or legislation from time to time in force in Mauritius, including without limitation the Prevention of Corruption Act 2002; and
- h** any anti-Bribery related provisions in criminal and anti-competition laws and/or or anti-Bribery or anti-corruption laws of any jurisdiction in which the Introducer or SBOG operates; together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction.

“**Commission**” means amounts payable by SBOG to the Introducer under the terms hereof.

“**Confidential Information**” means all information (written, oral or electronic) disclosed by one party to the other party whether before or after the Effective Date and concerning the business affairs of the disclosing party including any Data, Personal Information, information relating to that party’s operations, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities, customers and shall include this Agreement.

“**Data**” shall mean any data, including personal information as defined in the Isle of Man Data Protection Act 2002 and/or any equivalent legislation of the jurisdictions that may be applicable.

“**Government**” or “**Government Entity**” means, wherever situated in the world: any department, agency, instrumentality, subdivision or other body of any federal, regional or municipal government, public or local authority, any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

“**Government Official**” means an employee or official of any Government or Government Entity, as defined above, and any candidate for public office.

“**Introduced Client**” means a Potential Client who is acceptable to SBOG as a client and having completed any documentation, credit or other internal approvals SBOG may require.

“**Introduced Transactions**” are transactions in relation to Products and/or Services effected by SBOG with an Introduced Client at the time of acceptance as an Introduced Client.

“**Personal Information**” means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence. “**Potential Client**” means a person who is introduced to SBOG by the Introducer who may become acceptable to SBOG as an Introduced Client.

“**Regulated Subsidiaries**” means the wholly owned regulated subsidiary companies of Standard Bank Offshore Group Limited, including Standard Bank Jersey Limited, Standard Bank Offshore Trust Company Jersey Limited, Standard Bank Isle of Man Limited, Standard Bank International Investments Limited and Standard Bank Trust Company (Mauritius) Limited, or their successors.

“**Products and/or Services**” means banking accounts with a Regulated Subsidiary or any other products or services agreed between SBOG and the Introducer in writing as an addendum to this Agreement.

1.2 A reference to a clause or a subclause is a reference to a clause or a subclause of this Agreement unless otherwise stated and headings are not intended (and are not to be construed so as) to limit or otherwise affect the meaning of the clause or subclause to which they relate.

1.3 All references to a party to this Agreement include references to its successors and permitted assignees, transferees and novatees.

1.4 In this Agreement, references to a person are to be construed so as to include corporations, firms, companies, partnerships, joint ventures, individuals, associations, states and administrative and governmental and other entities (in each case, whether or not having separate legal personality).

- 2 Term**
This agreement shall endure for a period of one year, but shall be automatically renewed unless terminated in line with Clause 10 of this Agreement (the 'term').
- 3 Due Diligence**
3.1 The Introducer will be required and undertakes, in advance of commencing its performance of this Agreement and at subsequent intervals as required by SBOG, to complete to the satisfaction of SBOG, the requirements of SBOG's Know Your Customer procedures.
3.2 The Introducer agrees to accede to all reasonable requests from SBOG for information and shall notify SBOG of any and all matters affecting the Introducer which may affect the relationship between SBOG and the Introducer or of which SBOG ought otherwise reasonably to be aware.
- 4 The Introduction of Potential Clients**
4.1 Subject to the terms and conditions of this Agreement, and effective as of the date of this Agreement, SBOG hereby retains the Introducer, and the Introducer hereby agrees to serve, as an introducer of Potential Clients to SBOG from time to time for the duration of this Agreement.
4.2 The Introducer will advise Potential Clients that SBOG will not be responsible for, nor will it be construed as providing, investment advice or recommendations to such Potential Clients (unless and until engaged for that purpose as an Introduced Client). The Introducer may not give any advice in respect of any Products and/or Services or undertake any activity which may lead a Potential Client or Introduced Client to believe he has received such advice or that the Introducer is permitted to give such advice.
4.3 SBOG may undertake enquiries and request information from Potential Clients so as to determine whether or not such Potential Clients are acceptable to SBOG.
The Introducer shall assist SBOG in its enquiries and comply with any reasonable request for information made by SBOG.
4.4 In the event that Potential Clients introduced by the Introducer to SBOG are acceptable to SBOG and complete such documentation, credit and other internal approvals as SBOG may require, they shall become Introduced Clients of SBOG.
4.5 SBOG reserves the right to contact the Introduced Clients directly for any reason whatsoever including for the provision of Products and/or Services.
4.6 In the event that the Introducer introduces to SBOG a person who is already known to SBOG or is an existing client of SBOG, then SBOG shall advise the Introducer of that fact. In such circumstances the person or existing client shall not be a Potential Client or an Introduced Client for the purposes of this Agreement.
4.7 The Introducer agrees not to effect introductions of Potential Clients to SBOG where it would be unlawful for SBOG to accept such introduction or provide Products and/or Services to such Client.
4.8 SBOG has the right at its sole and absolute discretion to disclose to the Introduced Client that no commissions of fee is payable to the Introducer.
4.9 Unless prior authorisation is given in writing to the Introducer by SBOG, the Introducer shall not publish, issue, circulate or in any other way authorise or sponsor any advertisement, advertising matter, circulate letters, forms or other literature printed or otherwise relating to the Products and/or Services or the business of SBOG, other than those materials supplied to the Introducer by SBOG.
4.10 The Introducer agrees to use reasonable endeavours to provide SBOG with introductions throughout the Term and in accordance with the provisions of this Agreement.
4.11 The Introducer has no exclusive rights as a consequence of this Agreement.
- 5 Introduced Transactions**
5.1 In respect of Introduced Transactions, SBOG shall, subject to Clause 7.2, pay to the Introducer Commission as referred to in Clause 8.1 and as detailed in Schedule 1.
5.2 No Introduced Transactions shall be accepted by SBOG prior to SBOG being in receipt of such original documentation from Introduced Clients in such form as SBOG may prescribe.
5.3 The sale or provision of Products and/or Services shall be governed by such terms as SBOG shall agree with the Introduced Client from time to time.
5.4 After effecting an introduction between SBOG and an Introduced Client, the Introducer shall have no further contact with the Introduced Client with regard to any Introduced Transaction.
5.5 The Introducer acknowledges that no action will be taken that will permit the offering of any Products and/or Services in any jurisdiction where any prior action is required pursuant to relevant laws and regulations until such actions have been undertaken.
- 6 Relationship between the parties**
6.1 The Introducer agrees and acknowledges that it is not an employee, agent or partner of SBOG, that it shall remain an independent contractor at all times and that it has no authority to bind or obligate SBOG to any person in any manner, and the Introducer shall not make any representation to any person that it has any such authority.
6.2 The Introducer agrees that it will not accept or hold in its name or SBOG's name any money, securities or property (or extend credit in lieu thereof) to margin, guarantee or secure any transactions for Products and/or Services for any Introduced Client's account. The Introducer shall procure that all money, securities and property relating to Products and/or Services are sent directly by the Introduced Client to SBOG and not via the Introducer.
6.3 The Introducer shall not sign or amend documents on behalf of SBOG, nor may the Introducer make any contractually binding arrangements on behalf of SBOG.
- 7 Rights of SBOG**
The following rights are in addition to the Termination rights granted to SBOG in Clause 10:
7.1 Notwithstanding anything in this Agreement SBOG shall not be under any obligation whatsoever, and remains free in its absolute discretion, to accept or refuse any Potential Client introduced by the Introducer and to undertake or refuse to undertake any transaction for Products and/or Services with any Introduced Client without giving reasons therefor and without any consequent liability or responsibility to the Introducer, the Potential Client or the Introduced Client.
7.2 In the event that the profitability of any Introduced Transactions arising from trading between SBOG and any Introduced Client is considered by SBOG in good faith to be unacceptable, SBOG shall be at liberty in its sole discretion and on notification to the Introducer to reduce the amount of Commission payable to the Introducer in connection with such Introduced Transactions between SBOG and such Introduced Client. If such profitability subsequently improves to a level acceptable to SBOG, SBOG shall notify the Introducer and shall resume calculation of the payment of Commission to the previously-agreed level.
- 8 Remuneration of the Introducer**
8.1 The relevant Regulated Subsidiary shall pay Commission to the Introducer in respect of Introduced Transactions. This Commission shall be calculated in accordance with the provisions of Schedule 1 hereto (or as amended by both parties in writing from time to time).
8.2 The Commission payable in relation to Introduced Transactions shall be paid by the relevant Regulated Subsidiary within one month the relevant Product and / or Service being made available to the introduced client and in the case of a bank account, such account being funded. Such Commission will be due on the last business day of each calendar month.
8.3 Any Commissions payable by SBOG to the Introducer may be reduced by the amount of outstanding unsecured debit balances immediately due and payable to SBOG by an Introduced Client until such time as any outstanding amount is paid to SBOG by the Introduced Client.
8.4 The Introducer shall at all times be fully responsible for payment of all income tax, national insurance contributions and any other taxes due and for the making of all related claims whether for exemption from withholding taxes or otherwise, for filing any and/or tax returns and for providing any relevant tax authorities with all necessary information in relation to this Agreement.
8.5 The Introducer waives irrevocably any entitlement to indemnity or insurance cover that may be available from SBOG.
- 9 Confidentiality and Data Protection**
9.1 Except as otherwise provided in this Clause 9, all Confidential Information shall be treated by the parties as confidential. No party shall reveal or otherwise disclose such Confidential Information to any third party without the prior written consent of the other party hereto.

The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees and advisors of the Parties who have a need to know and who have been advised of the disclosing party's confidentiality obligations under this Agreement. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

- 9.2 The confidentiality undertaking in this Clause 9 shall not apply in respect of confidential information within the public domain (save for Personal Information in the public domain, to which this confidentiality undertaking still applies) or a party's knowledge at the commencement of this Agreement or to disclosure required to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time.
- 9.3 The parties shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship or the subject matter of this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9.4 The parties acknowledge and agree that all Data provided by one party to the other party, or to which the parties may be exposed, shall constitute confidential information and where applicable, Intellectual Property belonging to the party in question.
- 9.5 The parties hereby warrant, represent and undertake in favour of each other that they shall at all times strictly comply with all applicable Regulations in the relevant jurisdictions and with all the provisions and requirements of any of the other party's data protection policies and procedures which may be in force from time to time.
- 9.6 The parties hereby warrant, represent and undertake that they shall not, at any time process data acquired in connection with this Agreement for any purpose other than to the to perform their obligations in terms of this Agreement.
- 9.7 The parties further warrant, represent and undertake that they shall ensure that all their systems and operations which are used to perform their obligations in terms of this Agreement, including all systems on which Data is processed, shall, once any applicable data protection legislation comes into force, be of a minimum standard required by the applicable legislation and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data acquired in connection with this Agreement.
- 9.8 The parties shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data acquired in connection with this Agreement and the unlawful access to or processing of Data acquired in connection with this Agreement. The measures taken must at all times be of a minimum standard required by all applicable Regulations in the relevant jurisdictions and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data.
- 9.9 The parties shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data acquired in connection with this Agreement under their possession or control and establish and maintain appropriate safeguards against any risks identified. The Parties shall regularly verify that their safeguards are effectively implemented, and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards. Records kept must be available for inspection on 7 (seven) days' notice, upon notice in writing from the other party.
- 9.10 The parties shall, to the extent permitted by relevant laws and regulations, immediately notify each other:
- 9.10.1 of any risks posed to Data acquired in connection with this Agreement, that it has identified;
- 9.10.2 of the safeguards established by the party to mitigate the impact of the risks; and
- 9.10.3 that the safeguards have been effectively implemented.
- 9.11 The parties shall, to the extent permitted by relevant laws and regulations, notify each other of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.

10 Termination

- 10.1 This Agreement shall continue in force until terminated by either party giving not less than 30 days' prior written notice of termination to the other party. Following termination, no Commission will be due to the Introducer save as relates to Introduced Transactions.
- 10.2 This Agreement may be terminated immediately by SBOG, without liability on SBOG's part, on the occurrence of any one or more of the following, without prejudice to any other remedies SBOG may have against the Introducer and subject only to written notice of termination being given:
- 10.2.1 breach of any representation, warranty or undertaking given by the Introducer (even if such breach is capable of remedy);
- 10.2.2 any event of negligence, fraud or wilful default by the Introducer; or
- 10.2.3 a change in the law or regulatory requirements which makes it unlawful for the Introducer to act under this Agreement.
- 10.3 Clause 10 shall continue to have effect between the parties following Termination of this Agreement.

11 Assignment

- 11.1 The Introducer acknowledges that this Agreement is specific to the Introducer and that it may not assign (by operation of law or otherwise any of its rights or subcontract or delegate any of its duties or obligations under this Agreement to any person or entity without the prior written consent of SBOG.
- 11.2 The Introducer further acknowledges and agrees the rights, duties and obligations of SBOG hereunder may be assigned or delegated by SBOG to any direct or indirect subsidiary of Standard Bank Group Limited.
- 11.3 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of SBOG and the Introducer.

12 Representations and warranties

- 12.1 The Introducer hereby represents, warrants and undertakes to SBOG (which representations, warranties and undertakings shall be deemed to be repeated upon the introduction of each Potential Client to SBOG) that:
- 12.1.1 this Agreement is or when executed will be legal, valid and binding upon the Introducer and enforceable against the Introducer in accordance with its terms;
- 12.1.2 it shall at all times adhere to the highest ethical standards and it shall at all times comply with and adhere to all anti-bribery and corruption policies notified by SBOG to it from time to time;
- 12.1.3 the execution, delivery and performance of this Agreement has been duly authorised by all necessary corporate and other actions;
- 12.1.4 it has obtained all licences or authorisations of any governmental or regulatory body required in connection with this Agreement and that such authorisations or licences are and will continue to be in full force and effect and that there has been no default in the observance of any conditions imposed in connection therewith;
- 12.1.5 the execution of, and performance of the Introducer's obligations under, this Agreement will not contravene any applicable law or regulation to which the Introducer is subject and will not contravene any material instrument by which the Introducer is bound; 12.1.6 it shall inform SBOG of any material change in the accuracy of any information provided to SBOG by the Introducer;
- 12.1.7 where the Introducer makes any representation or certification relating to Potential Clients, Introduced Clients or related documentation, such representation or certification is true and accurate;
- 12.1.8 it shall at all times, when introducing clients to SBOG, ensure that it conducts itself in such a way as not to damage the reputation or client relationships of SBOG and shall use all reasonable skill, care and diligence at all times;
- 12.1.9 it has not relied upon (and nor will it represent or imply to any Potential Client that it has relied upon) SBOG or any of their officers, employees or representatives to advise it or the Potential Client as to the financial, legal, regulatory, tax or accounting treatment of any Products and/or Services or the entering into this agreement;
- 12.1.10 it shall immediately notify SBOG of any actual or threatened investigation or disciplinary or enforcement action or materially adverse criticism made by any applicable Government, governmental agency or regulatory authority with regard to its conduct as Introducer (except where it is not permitted to do so by any applicable law or regulation);
- 12.1.11 it shall not both during the Term and for a period of 12 months after its expiry or 12 months after the termination of this Agreement, solicit or entice any employee, agent or Introducer of SBOG to enter the employment of or to provide any services to the Introduce; and
- 12.1.12 it shall promptly notify SBOG of any circumstances of which it may become aware which threaten or jeopardise the reputation of SBOG, or the viability of the Agreement, or which in its reasonable opinion might constitute a breach of this clause.

- 13 Anti-corruption**
The Introducer, its subsidiaries and its directors, officers, employees, partners and Intermediaries warrant and undertake that they have conducted their businesses in compliance with all applicable Anti-Corruption Laws. In particular that:
- 13.1 Neither the Introducer nor any of its subsidiaries, any director, officer, employee, partner, or other person acting on behalf of the Introducer or any of its subsidiaries, has directly or indirectly, paid, offered, given, promised to pay, or authorised the payment of any money, commission, reward, gift, hospitality, inducement (including any facilitation payments) to:
- i any Government Official
 - ii any person acting for or on behalf of any Government Official,
 - iii any other person at the suggestion, request, direction of, or for the benefit of any Government Official; or
 - iv any person, company, partnership or other legal entity;
- for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage.
- 13.2 Any funds of the Introducer, whether derived from remuneration from SBOG under this Agreement or in connection with any other business transactions involving SBOG or not, have not, and shall not be used, whether directly or indirectly, to make payments in contravention of Clause 13.1
- 13.3 Neither the Introducer nor any of its subsidiaries, any director, officer, employee, partner, or other person acting on behalf of the Introducer or any of its subsidiaries, has directly or indirectly, accepted the payment of any money, commission, reward, gift, hospitality, inducement from any person, company, partnership or other legal entity for the purpose of improperly awarding, giving, maintaining or directing business or to secure or obtain any improper business advantage.
- 13.4 The Introducer, its subsidiaries and its directors, officers, employees, partners and Intermediaries have retained complete and accurate financial and accounting books and records.
- 13.5 The Introducer, its subsidiaries and its directors, officers, employees, partners, and Intermediaries have instituted and maintained adequate appropriate policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with all applicable Anti-Corruption Laws.
- 13.6 None of the Introducer's shareholders owning more than 10% of its share capital, directors, officers and employees, is a Government Official and the Introducer has fully disclosed to SBOG any existing family or other relationships between (a) any of its shareholders owning more than 10% of the Introducer's share capital, directors, officers and employees, and (b) any Government Official.
- 13.7 The assets of the Introducer have not been, are not, and will not be derived or obtained from or commingled with the proceeds of any activities that are proscribed by any Anti-Corruption Laws.
- 14 Exclusion of liability and indemnity**
- 14.1 SBOG shall not be liable for any loss suffered by the Introducer in connection with this Agreement or any loss suffered arising directly or indirectly from any act or default of any other company or person.
- 14.2 The Introducer agrees to indemnify and hold harmless SBOG from and against any and all losses, claims, damages, liabilities and costs or expenses (including reasonable legal fees) whether arising directly or indirectly arising out of, or caused by the failure of the Introducer to carry out its duties and obligations under, this Agreement, including any losses, claims, damages, liabilities, costs or expenses caused by any act or omission of any officer, director, employee, agent, representative or independent contractor of the Introducer, whether or not such act or omission occurred within the scope of employment of such officer, director, employee, agent, representative or independent contractor. The indemnities contained in this Clause 14 shall continue notwithstanding termination of this Agreement.
- 15 Notices**
- All notices, demands and communications required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given on the date received if (i) delivered personally or (ii) in accordance with a facsimile transmission confirmation report, or seven days after the date such notice, demand or communication is sent if sent by certified or registered mail, return receipt requested, postage pre-paid and addressed, or one day after the date such notice, demand or communication is sent if sent by overnight courier service to the parties at their respective addresses set forth above.
- 16 General**
- 16.1 This Agreement may not be modified or amended nor any term hereof be waived or discharged except in writing signed by the parties.
- 16.2 No delay or omission on the part of either party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement, shall impair such right, power or remedy or operate as waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 16.3 The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.
- 16.4 If any provision of this Agreement shall be declared illegal, void or unenforceable under the laws of any relevant jurisdiction, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 16.5 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17 Governing law**
- 17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of incorporation of the relevant Regulated Subsidiary providing particular Products and/or Services to an Introduced Client, or, for all other matters this Agreement shall be governed by and construed in accordance with the laws of Jersey and the parties hereby submit to the non exclusive jurisdiction of those Courts.
- 17.2 The Introducer hereby waives any objection which it may have at any time to the laying of venue of any suit, action or other proceedings relating to this Agreement ("Proceedings") brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

Section 5: Commission payable

Schedule 1

Commission payable to the introducer

Section 6: Signatures

In witness whereof this Agreement has been executed and delivered on the day and year first before written.

Signed, duly authorised for and on behalf of Standard Bank Offshore Group Limited

Title

Print name

Signature

Date (DD-MM-YYYY)

Signed, duly authorised for and on behalf of (Insert company name)

Title

Print name

Signature

Date (DD-MM-YYYY)

Please return the completed application form to:

Isle of Man

Distribution Team for IFA Distribution Team
Standard Bank Isle of Man Limited
Standard Bank House, One Circular Road
Douglas, Isle of Man IM1 1SB
Telephone: **+44 (0)1624 643700**
Email: **newbusiness@standardbank.com**

www.standardbank.com/ifa

Important Information

Standard Bank Isle of Man Limited is licensed by the Isle of Man Financial Services Authority. Standard Bank House, One Circular Road, Douglas, Isle of Man, IM1 1SB. Registered in the Isle of Man No.4713C.

Standard Bank Jersey Limited, Standard Bank Offshore Trust Company Jersey Limited and Standard Bank International Investments Limited are regulated by the Jersey Financial Services Commission. The entities are registered in Jersey as Company numbers 12999, 9153 and 110601 respectively. The business address for all entities is Standard Bank House, 47-49 La Motte Street, St. Helier, Jersey, JE2 4SZ.

Standard Bank Trust Company (Mauritius) Limited is regulated by the Financial Services Commission, Mauritius, to provide corporate and trust services and does not fall under the regulatory and supervisory purview of the Bank of Mauritius. Level 9, Tower B, 1 Cyber City, Ebene, Mauritius Business registration number: C06021609.

The above entities are wholly owned subsidiaries of Standard Bank Offshore Group Limited whose registered office is Standard Bank House, 47-49 La Motte Street, St Helier, Jersey, JE2 4SZ.

Standard Bank Offshore Services (RSA), operates under the license of The Standard Bank of South Africa Limited ("SBSA"), an authorised Financial Services Provider ("FSP") number 11287. We are authorised to provide financial services for the following products: Long-Term Insurance A, B1, B2 and C; Short-Term Insurance: Personal Lines and Commercial Lines; Retail Pension Benefits; Securities and Instruments: shares, money market, debentures and securitised debt, warrants, bonds, and derivative instruments; Collective Investment Schemes; and long and short-term deposits. The compliance department can be contacted on +27 11 636 1781 or by email at Groupfaiscomplianceofficer@standardbank.co.za. SBSA holds professional indemnity insurance cover.

SBSA is authorised by the Standard Bank Offshore Group Limited entities to sell their products in South Africa and other African countries. Other local Standard Bank Group entities are similarly authorised within their own countries.

All transactions to the account must be in line with current Exchange Control legislative requirements applicable to the country in which you are resident or working.

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