

CAPITALINDEMNITY

INSURANCE BROKERS

FSP and Client Service Level Agreement

Agreement between ***CAPITAL INDEMNITY INSURANCE BROKERS CC***,

Registration Number **CK9712140/23**, FAIS License number **7110**

(Financial Service Provider, 'FSP')

And

Client name: "the client"

ID:

D.O.B:

1. Appointment of FSP

The client hereby appoints the FSP as a financial Adviser to render financial advice and / or intermediary services as listed hereunder. This appointment is effective as of the date of signature of this agreement.

2. Disclosures

The Client acknowledges that a Contact Stage Disclosure letter, setting out the FSP's particulars as required by FAIS has been made available to him or her.

3. Scope of Services

The Client instructs the FSP to establish and recommend to the client the most appropriate financial product within the range of the license categories and within the context of the contracts and authority held by the FSP, which include:

- Risk cover (e.g. Life, Disability, Dread Disease, Income Protection)
- Retirement savings
- Post retirement investment savings
- Voluntary investments, Offshore investments, Estate planning
- Business assurance Group Schemes
- Employee Benefits
- Medical Aid Schemes
- Short-term Insurance

Should the client require advice and /or services not provided by the FSP, the FSP will endeavor to refer the client as appropriate e.g. accountant; lawyer.

4. Authorisation to access information

The client consents that the FSP may access any of the client's financial information from relevant product providers and third parties to enable the FSP to assess the client's financial affairs and to adequately and professionally render a financial planning service, including a proper needs analysis.

5. Client Confidentiality

The FSP acknowledges that in the course of rendering services to the Client in terms of this authority, it shall come into possession of information of a confidential nature. The FSP undertakes that all information provided by the Client will be kept confidential and will only be disclosed to third parties with the written consent of the Client, with the following exceptions:

5.1 Client files and information contained therein, is subject to the review or monitoring functions of the Compliance Officer of the FSP

5.2 The FSP is obliged to disclose any information if so required by law or in terms of an order of court.

6. Representative

The Client acknowledges that different Representatives may be required to deal with the Client on behalf of the FSP from time to time and agrees that the Representative/s, which may be appointed by the FSP from time to time to deal with the Client ('allocated representative/s') shall render the Service to the client on behalf of the FSP.

In the event that the Client does not wish to have further dealings with the allocated Representative/s, the FSP shall, in consultation with the Client, allocate another/ other Representative/s to render the Services to the Client on behalf of the FSP.

Where an allocated Representative ceases to operate as a representative of the FSP, the FSP shall immediately take reasonable steps to notify the Client accordingly and ensure that, in consultation with the Client, any outstanding business is completed or transferred to another Representative of the FSP.

7. FSP's obligations

The FSP undertakes to:

- 7.1 Act honestly and fairly, and with due skill, care and diligence, in the interest of the Client
- 7.2 Have and employ effective resources, procedures and appropriate systems for the proper performance of the agreed financial services
- 7.3 Seek from the Client appropriate and available information regarding his financial situation, product experience and objectives in connection with the Services required
- 7.4 Treat the Client fairly in a situation of conflicting interests
- 7.5 Make adequate disclosures of relevant material information, including disclosures of costs and fees associated with the services rendered or products sold to the client and actual or potential own interests, in relation to dealing with the Client
- 7.6 Be responsible for adequate and appropriate record-keeping. (this may include recording notes for minutes of meeting purposes and to serve as a record of advice)
- 7.7 Avoid fraudulent and misleading advertising, canvassing and marketing
- 7.8 Comply with all relevant regulatory and statutory requirements, codes of conduct and common law requirements that impact on the FSP, including but not limited to FAIS and FICA
- 7.9 Will base advice on the client's current circumstances as revealed to the Financial Adviser
- 7.10 The FSP shall have no authority to:
 - Enter into contractual obligation on behalf of the Client;
 - Incur any liability on behalf of the Client;
 - Settle or waive any claim against or by the Client;
 - Effect portfolio restructuring or switches;Without the Client's prior written consent

8. Client's obligations:

The Client agrees to:

- 8.1 furnish the FSP with all information required by the FSP to perform the agreed Services, within a reasonable period of time
- 8.2 furnish the FSP with written consent and /or completed application forms and/or transaction documentation where required - the client shall have no claim against the FSP for any damage, financial or otherwise, caused by the client's late submission of information referred above, specifically with reference to a delay in the application for the product
- 8.3 notify the FSP of any material changes in the Client's financial situation, needs and objectives, and risk profile, work or business situation within a reasonable time after the occurrence of the change
- 8.4 The Client hereby acknowledges and understands that, with regard to the completion or submission of any transaction requirement, all material facts must be accurately and properly disclosed, and that the accuracy and completeness of all answers, statements or other information provided by or on behalf of the Client, are the Client's own responsibility
- 8.5 Where the client has explicitly requested the FSP or Representative to focus on specific needs or objectives; or where the FSP or representative and client have agreed to focus on specific objectives or needs in performing the analysis; or where surrounding circumstances make it clear that the analysis can only be reasonably expected to focus on specific objectives or needs of mine; or where the client has specifically declined to provide any information requested by the advisor:
 - 8.5.1 The client clearly understand that there may be limitations on the appropriateness of the advice provided in light of the aforementioned circumstances and
 - 8.5.2 It shall be the responsibility of the client to take particular care to determine whether the advice is appropriate considering the client's financial objectives, financial situation and particular needs, and in particular any needs that were not considered in light of the above circumstances.
 - 8.5.3 Where the client elects to conclude a transaction that differs from that recommended by the FSP, or otherwise elects not to follow the advice furnished, or elects to receive more limited information or advice than the FSP is able to provide, it shall be the responsibility of the Client to take particular care to consider whether any product selected is appropriate to the Client's needs, objectives and circumstances.

Remuneration

The parties agree that the FSP shall be remunerated for the financial services rendered in the following manner:

The fee payable to the FSP by the client is indicated on the quotation and will be brought to the Client's attention by the FSP, and which shall be signed by the client

9.1 Commission

The FSP shall only receive payment from the product provider as compensation for the introduction of the Client to purchase a financial product. Such commission will be payable in accordance with product rule of the particular product provider. Any commission agreed will be recorded in the quotation and application which shall be signed for by the client.

AND / OR

9.2 Asset based fee

The fee shall be based on the size of the investment, which shall comprise of an initial fee and an ongoing fee, expressed as a percentage of the assets invested or as a percentage of the contribution. The obligations of the FSP in this regard are contained in a mandate by the client, which is attached hereto.

AND /OR

9.3 Time based fee

The fee shall be charged by way of invoice in respect of the services and /or advice rendered. The fee shall be based on the amount of time spent by the FSP in providing the services and/or advice. This may be either expressed as an hourly rate (R750), or a fixed fee per service rendered. Should the client decide not to implement any recommendation made by the FSP, the fee/s payable for the preparation of the advice, financial plan or other financial services already provided to the Client shall be payable in full.

The FSP shall be entitled to revise the fees on an annual basis, whether up or down, ("the revised fee") on written notice to the Client, provided that the FSP shall give the Client at least 1 months' written notice of the revised fees. The FSP records that the revised fee shall take account of increases in the consumer price index and the cost of providing the Service

9. Termination

The FSP's appointment shall remain in force until terminated by either Party on giving the other Party 30 day's written notice of termination. It shall not be required of such party to furnish reasons for the termination.

10. Review

The parties agree that the financial planning for the client shall be reviewed annually, unless specifically requested by the client.

Signed at on20....

"the client"

"Financial Advisor"