

FSP and Client Service Level Agreement

Agreement between *Care Invest Pty Ltd t/a FinBofs.com*

Registration Number 2015/166821/07

FAIS Licence number 322

(Financial Service Provider, 'FSP')

And

Company Name

Registration Number _____

('the client')

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1. Appointment of FSP

The client hereby appoints the FSP to render financial advice and or intermediary services as listed hereunder and appoints the FSP as the scheme advisor. 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.

(*Available on request if not already received)

3. Scope of Services

The Client instructs the FSP to establish and recommend to the client the most appropriate financial product. These will be within the range of the licence categories and within the context of the contracts and authority held by the FSP. Furthermore this includes the following:

- Pension or Provident Fund Administration
 - Quoting across the following umbrella fund providers
 - Allan Gray
 - Alexander Forbes
 - Sanlam
 - Sygnia
 - Default Portfolio creation and management
 - Individualised member Portfolio Advice
 - Individual Life Staging Advice
 - Facilitation of member loading, removing, transfers, retirement and claims
 - Facilitation of Communication between Service Providers and Client
 - Focus Group Implementation Meetings
 - Meaningful Investment Insights and Communication
 - Quarterly performance and transaction reporting
 - Market news and its effect on default portfolios
 - Legislative news and its effect on the fund
 - Semi-annual ManCo meeting to discuss the management of the fund. These can be called by either party at any other time without charge should there be a legitimate need.
- Group Risk Administration
 - Quoting across the following risk providers
 - Discovery
 - Liberty
 - Momentum

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- Sanlam
 - Hollard
 - Old Mutual
 - BrighRock
 - Capital Alliance
 - Triarc
- Facilitation of member loading, removing, transfers, and claims
- Facilitation of Communication between Service Providers and Client
- Annually Updated Benefit Comparisons
- Focus Group Implementation Meetings
- Corporate services
 - Business insurance
 - Key man cover
 - Contingent Liability insurance
 - Buy and sell insurance
 - Professional indemnity cover
- Member Engagement
 - Member Surveying addressing members individual priorities regarding value added services and risk cover
 - Annual Individual Financial Coaching including the following optional services:
 - Budget and Cash Flow Management
 - Bond and Vehicle Finance Sourcing
 - Investment Property Advice
 - Offshore Investment Portfolio creation
 - Personal Discretionary Unit Trusts
 - Independent Risk Cover Advice
 - Member health days
 - Estate planning
 - Meaningful Investment Insights and Communication
 - Quarterly performance and transaction reporting
 - Market news and its effect on default portfolios
 - Designated advisor per member for all advice, servicing and queries
 - Tracking of members retirement plans to enable individual de-risking as appropriate
 - Both Financial and personal preparation Retirement Counselling, enabling in-fund preservation or alternative strategies tailored to each member throughout retirement.

(Should the client require advice and /or services not provided by the FSP, the FSP will endeavour to refer the client as appropriate to their associate professional if available.)

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.

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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 according to the standards set out in its Confidentiality Policy*, 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.

(*available on request)

6. Representative

The Client acknowledges that different Representatives, within the FSP's employ, may at times, be required to deal with the Client's individual members on behalf of the FSP and agrees that the Representative/s, which may be appointed by the FSP from time to time to deal with the members ('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 or its members, allocate another/ other Representative/s to render the Services to the Client or its members 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 its financial situation, product experience and objectives in connection with the Services requires
- 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
- 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, FICA, PFA.
- 7.9 Will base advice on the client's current circumstances as revealed to the FSP
- 7.10 The FSP shall have no authority to:

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- 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;

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 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
- 8.4 Where the client has not provided all information requested by the FSP or where the FSP has been unable to conduct an analysis because, in the light of the circumstances surrounding the case, there was not reasonably sufficient time to do so:
 - 8.6.1 A full analysis in respect of the Client cannot be undertaken; there may be limitations on the appropriateness of the advice provided;
 - 8.6.2 It shall be the responsibility of the Client to take particular care to consider on its own whether the advice is appropriate considering the Client's objectives, financial situation and particular needs;
 - 8.6.3 Where the client elects to conclude 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.
 - 8.6.4 The Client hereby states that they are not undertaking any fraudulent transactions and will not use Care Invest/Representative of Care Invest as a channel through which to commit any fraudulent or illegal transactions.

9. Remuneration

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

9.1 Initial investigative meeting

No fee is charged for the initial investigative meeting. Both the FSP and the client has the opportunity to decide whether to proceed.

9.2 Initial Presentation

No fee is charged for the initial presentation. Both the FSP and the client has the opportunity to decide whether to proceed.

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9.3 Commission

The FSP shall receive payment from the Risk product provider only 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 and be included in the disclosed cost of the risk benefits.

9.4 Advice fees

Advice fees are charged on contributions and/or on assets as quoted in formal proposal documents. These can be negotiated and adjusted up or down depending on finalised service levels agreed upon.

9.5 Additional value added services

All additional value added services described in Point 3 part 4, are to be costed into the advice fee charged on the Provident Fund, and will not be charged in addition to this fee. There may be some exceptions where enhancements on the stated services are requested by the client or its individual members. These fees will be clearly disclosed and agreed upon by both parties before the service is rendered.

9.6 Time based fee

In addition to the above, items that are included in the FSP's service without additional charges are: an additional face to face or Skype meeting with each of the client's members after installation of a new scheme. Meetings or investigation required in addition to these may be charged for hourly at R500 per hour. 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 increases in the consumer price index and the cost of providing the Service

10. 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.

11. Review

The parties agree that the entire scheme (Pension and Risk) for the client shall be reviewed annually, unless specifically requested by the client.

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Signed at on201____

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Client

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FSP

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Name of client representative

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Name of FSP representative

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