

FSP and Client Service Level Agreement

Agreement between *Intelligent Asset Minders cc t/a FinBofs.com*

Registration Number xx/xxxxx/xx, FAS Licence number 322

(Financial Service Provider, 'FSP')

And

Client name

Client ID number xxxxxxxxxxxxxxxx ('the client')

CAUTION - SAMPLE ONLY - MODIFY AS NEEDED

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. These will be within the range of the licence categories and within the context of the contracts and authority held by the FSP, which include:

- Risk cover (e.g. Life, disability, dread disease and income protection), with Discovery, Momentum, Liberty, Old Mutual, Salam, Brightrock, Holland, FMI and Fedlife
- Retirement savings
- Post retirement investment savings
- Voluntary investments
- Offshore investments
- Estate planning
- Business assurance with the life assurers mentioned above
- Employee Benefits
- Medical Aid/Schemes with Discovery, Momentum, Topmed, Limbed and Profmed
- Short-term Insurance including commercial, household, motor, and Gap cover with Santam, Mutual and Federal, CIA, Hollard and Commercial Union
- Tax with PTA

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 accountant or lawyer.)

4. 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.

5. 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.

6. 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 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 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;

7. 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, 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 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 his 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. 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 Financial Needs Analysis (FNA)

Based on the complexity of the analysis required a fee will be charged, starting with R500 up to a maximum of R3000. Any commission [9.3] received by the FSP will offset the FNA fee.

9.3 Individual FNA's

All staff members employed permanently by the client will be entitled to one free annual advice meeting for their personal financial planning.

9.4 Commission

The FSP shall receive payment from risk product providers 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.

9.5 Investment advice fee

The FSP will not charge set up fees for investments placed on behalf of the client. The FSP will charge annual ongoing advice fees based on the value of the assets invested on the following sliding scale:

R0 to R10 million - 0.5%

R10 million to R50 million - 0.4%

Over R50 million - 0.3%

9.6 Additional value added services

Wills and estate handling

Retirement cash flow modelling

Lifetime cash flow modelling

Each of these may be charged individually based on the complexity of the service. (Often included in the original FNA presentation)

9.7 Time based fee

In addition to the above, items that are included in the FSP’s service without additional charges are: two face to face or Skype meetings after presentation of the FNA to finalise plans, a 45day post advice activation meeting, quarterly reports for investment clients and an annual progress meeting. Meetings or investigation required in addition to these may be charged for hourly at R700 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 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.

CAUTION - SAMPLE ONLY - MODIFY AS NEEDED

Signed at on201...

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Client

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FSP