

CLIENT SERVICE AGREEMENT

APPOINTMENT OF FINANCIAL ADVISOR

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JOHN ROE | BROKERS

JOHN ROE BROKERS CC
 CK2003/038839/23 VAT NO. 4710220130 / FSB LICENCE NO. 3803
 DIRECTORS - JONATHAN ROSEN



THE CLIENT HEREBY APPOINTS JACO RUPPING OF JOHN ROE BROKERS AS AUTHORIZED FINANCIAL SERVICES PROVIDER TO RENDER FINANCIAL ADVICE AND/OR INTERMEDIARY SERVICES AS LISTED HEREUNDER. THIS APPOINTMENT IS EFFECTIVE AS OF THE DATE OF SIGNATURE OF THIS AGREEMENT.

SCOPE OF SERVICES

THE CLIENT INSTRUCTS JACO RUPPING TO PROVIDE FINANCIAL ADVICE AND/OR INTERMEDIARY SERVICES REGARDING:

SERVICES	CLIENT NEEDS	FINANCIAL NEEDS	DUE DATE
	YES / NO	YES / NO	
RISK PLANNING (LIFE, DISABILITY, DREAD DISEASE)			
RETIREMENT PLANNING			
PRE-RETIREMENT INVESTMENT PLANNING (RA'S)			
POST RETIREMENT INVESTMENT PLANNING (INCOME AND GROWTH PLANS)			
ESTATE PLANNING (LEGAL ADVICE)			
INVESTMENT PLANNING (UNIT TRUST, LINK PRODUCTS, GUARANTEED PLANS)			
VOLUNTARY INVESTMENTS (MONTHLY & LUMP SUM)			
COMPULSORY INVESTMENTS			
DEBT CONSOLIDATION			
OFFSHORE INVESTMENTS			
SHORT TERM INSURANCE COVER			
TAX PRACTITIONER			
WILLS AND REVIEWS			
BUSINESS ASSURANCE			
MEDICAL SCHEMES			
EMPLOYEE BENEFITS			
SHARE TRADING			

FICA REQUIREMENTS

CERTIFIED ID			
PROOF OF RESIDENTIAL ADDRESS			
PROOF OF BANK ACCOUNT			

AUTHORIZATION TO ACCESS INFORMATION

THE CLIENT CONSENTS THAT THE FSP MAY ACCESS ANY OF THE CLIENT'S FINANCIAL INFORMATION FROM THIRD PARTIES TO ENABLE ADEQUATE AND PROFESSIONAL RENDERING OF THE FINANCIAL PLANNING SERVICE.

CLIENT CONFIDENTIALITY

JOHN ROE BROKERS ACKNOWLEDGES THAT IN THE COURSE OF RENDERING SERVICES TO THE CLIENT IN TERMS OF THIS AUTHORITY, THEY SHALL COME INTO POSSESSION OF INFORMATION OF A CONFIDENTIAL NATURE. JOHN ROE BROKERS SHALL NOT, WHETHER DURING THE COURSE OF THIS AGREEMENT OR AT ANY TIME THEREAFTER, USE OR DISCLOSE OR ALLOW THIRD PARTIES TO USE OR DISCLOSE ANY OF THE CONFIDENTIAL INFORMATION EXCEPT TO THE EXTENT PERMITTED BY THE CLIENT IN WRITING OR AS REQUIRED BY LAW.

REPRESENTATIVES

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 SERVICES 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.

OBLIGATIONS

THE APPOINTED REPRESENTATIVE UNDERTAKES TO:

1. ACT HONESTLY AND FAIRLY, AND WITH DUE SKILL, CARE AND DILIGENCE, IN THE INTEREST OF THE CLIENT;
2. HAVE AND EMPLOY EFFECTIVE RESOURCES, PROCEDURES AND APPROPRIATE TECHNOLOGICAL SYSTEMS FOR THE PROPER PERFORMANCE OF THE AGREED FINANCIAL SERVICES;
3. SEEK FROM THE CLIENT APPROPRIATE AND AVAILABLE INFORMATION REGARDING HIS FINANCIAL SITUATION, PRODUCT EXPERIENCE AND OBJECTIVES IN CONNECTION WITH THE SERVICES REQUIRED AT DATE OF ADVICE
4. TREAT THE CLIENT FAIRLY IN A SITUATION OF CONFLICTING INTERESTS;
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 DEALINGS WITH THE CLIENT;
6. BE RESPONSIBLE FOR ADEQUATE AND APPROPRIATE RECORD-KEEPING;
7. AVOID FRAUDULENT AND MISLEADING ADVERTISING, CANVASSING AND MARKETING.
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.
9. ENTER INTO CONTRACTUAL OBLIGATIONS ON BEHALF OF THE CLIENT;
10. INCUR ANY LIABILITY ON BEHALF OF THE CLIENT;
11. SETTLE OR WAIVE ANY CLAIM AGAINST OR BY THE CLIENT;
12. EFFECT PORTFOLIO RESTRUCTURING, SWITCHES OR ALTERATIONS TO THE CLIENTS PREMIUMS WITHOUT THE CLIENTS PRIOR WRITTEN CONSENT

CLIENT'S OBLIGATIONS

THE CLIENT AGREES TO:

- 1 FURNISH THE FSP WITH ALL INFORMATION REQUIRED BY THE FSP TO PERFORM THE AGREED SERVICES, WITHIN A REASONABLE PERIOD OF TIME;
- 2 FURNISH THE FSP WITH WRITTEN CONSENT AND/OR COMPLETED APPLICATION FORMS AND/OR TRANSACTION DOCUMENTATION WHERE REQUIRED;
- 3 INFORM THE FSP OF ANY CHANGES IN THE CLIENT'S CIRCUMSTANCES, WHICH INFORMATION MIGHT EFFECT A CHANGE IN THE CLIENT'S FINANCIAL PLAN OR PORTFOLIO;
- 4 INFORM THE FSP IF HE/ SHE WISHES TO DISCONTINUE THE RELATIONSHIP;
- 5 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.
6. 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:
 - 6.1 A FULL ANALYSIS IN RESPECT OF THE CLIENT CANNOT BE UNDERTAKEN;
 - 6.2 THERE MAY BE LIMITATIONS ON THE APPROPRIATENESS OF THE ADVICE PROVIDED;
 - 6.3 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;
7. 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. THE CLIENT ASSUMES FULL RESPONSIBILITY IN SUCH AN INSTANCE.

REMUNERATION

THE PARTIES AGREE THAT THE APPOINTED REPRESENTATIVE SHALL BE REMUNERATED FOR THE FINANCIAL SERVICES RENDERED IN THE FOLLOWING MANNER:

1. **COMMISSION**
 JOHN ROE BROKERS 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 RULES OF THE PARTICULAR PRODUCT PROVIDER. ANY REDUCTION IN THE PERCENTAGE OF COMMISSION NEGOTIATED BETWEEN THE PARTIES SHALL BE RECORDED ON THE APPLICATION FORM FOR THE PURCHASE OF SUCH FINANCIAL PRODUCT AND SUBJECT TO REGULATORY LEGISLATION WHERE APPLICABLE, FOR EXAMPLE THE LONG TERM INSURANCE ACT.
 AND/OR
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.

AND/OR

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 APPOINTED REPRESENTATIVE IN PROVIDING THE SERVICES AND/OR ADVICE. THIS MAY BE EITHER EXPRESSED AS AN HOURLY RATE, OR A FIXED FEE PER SERVICE RENDERED. THE APPOINTED REPRESENTATIVE RESERVES THE RIGHT TO WAIVE THIS FEE SHOULD THEY CHOOSE TO DO SO.

SHOULD THE CLIENT DECIDE NOT TO IMPLEMENT ANY RECOMMENDATION MADE BY THE APPOINTED REPRESENTATIVE OR SHOULD THE CLIENT CHOOSE TO IMPLEMENT THE SAME ADVICE THROUGH AN ALTERNATE SERVICE PROVIDER, THE FEE FOR THE PREPARATION OF THE ADVICE, FINANCIAL PLAN OR OTHER FINANCIAL SERVICES ALREADY PROVIDED TO THE CLIENT SHALL BE PAYABLE IN FULL BY THE CLIENT.

THE FSP SHALL BE ENTITLED TO REVISE THE FEES ON AN ANNUAL BASIS, WHETHER UP OR DOWN, ("THE REVISED FEES") ON WRITTEN NOTICE TO THE CLIENT, PROVIDED THAT APPOINTED REPRESENTATIVE SHALL GIVE THE CLIENT AT LEAST 1 MONTHS WRITTEN NOTICE OF THE REVISED FEES.

JOHN ROE BROKERS RECORDS THAT THE REVISED FEES SHALL TAKE ACCOUNT OF INCREASES IN THE CONSUMER PRICE INDEX AND THE COST OF PROVIDING THE SERVICES.

TERMINATION

JOHN ROE BROKERS APPOINTMENT SHALL REMAIN IN FORCE UNTIL TERMINATED BY EITHER PARTY ON GIVING THE OTHER PARTY 30 DAYS' WRITTEN NOTICE OF TERMINATION. IT SHALL NOT BE REQUIRED OF SUCH PARTY TO FURNISH REASONS FOR THE TERMINATION.

INVESTMENT PORTFOLIOS

THE APPOINTED REPRESENTATIVE ANNUALLY REVIEWS THE PERFORMANCE OF FUNDS THAT ARE PLACED WITH VARIOUS FUND MANAGERS. AS A RESULT THE CLIENT IS ADVISED TO CONTACT THE FSP AT LEAST ON AN ANNUAL BASIS TO DETERMINE WHETHER THE CLIENT'S PORTFOLIO IS TO BE REVIEWED BASED ON THE FUND PERFORMANCES.

REVIEW

THE PARTIES AGREE THAT THE FINANCIAL PLANNING FOR THE CLIENT SHALL BE REVIEWED ANNUALLY, UNLESS A MORE REGULAR REVIEW IS SPECIFICALLY REQUESTED BY THE CLIENT.

REVIEW TIME FRAME	MONTHLY	QUARTERLY	HALF YEARLY
	ANNUALLY	OTHER	

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

CLIENT _____ JACO RUPPING _____

I HAVE READ ALL 6 PAGES

APPOINTED REPRESENTATIVE