



CLIENT SERVICE AGREEMENT

Between

And

TAPPAN FINANCIAL SOLUTIONS CC

1. In accordance with the Financial Advisors and Intermediary Services Act and the General Code of Conduct for Financial Services Intermediaries it is my/our duty as an authorized financial services provider to inform you, as a valued client of my/our business, of some of your principle rights in terms of the aforementioned legislation:
 - 1.1 As a client of the financial services industry you have a right to a full analysis of your financial objectives before entering into any financial services related transaction.
 - 1.2 As an authorized financial services provider we are compelled to perform this analysis with the necessary due skill, care and diligence and to then in consultation with you prioritize your needs and provide you with objective advice to address these needs.
 - 1.3 At Tappan Financial Solutions we embrace these requirements as being in the interest of our valued clients and the financial service industry as a whole.
2. As a client you do however have the right to specify which needs you require to be focused on:
 - 2.1 We respect this right, but should you decide to consult with us only regarding certain needs, we require that you take full cognizance and responsibility of the following –
 - 2.1.1 when providing focused advice there may well be needs in your personal financial planning which require more urgent attention than the need being addressed at your request
 - 2.1.2 and that therefore there may well be limitations on the appropriateness of the advice being provided.
 - 2.2 It is your explicit responsibility to ensure that the advice provided is appropriate given your current financial situation.

3. At Tappan Financial Solutions we provide financial advice and intermediary services regarding the following aspects of financial planning.

Please indicate if advice and services are required for:		
	Yes	No
1. Risk Planning for life assurance benefits such as death, disability and dread disease		
2. Planning for retirement		
3. Planning at / in retirement		
4. Investment planning		
5. Planning for Business Assurance		
6. Planning for domestic short term insurance such as motor and household insurance		
7. Planning for commercial short term insurance		
8. Planning for Medical scheme and gap cover		
9. Employer group risk benefits		

4. By selecting any option other than a full needs analysis you hereby accept the responsibilities and risks associated with focused advice as set out in point 2 above as well as the following:
- 4.1 You acknowledge that you have been made aware of the services provided by Tappan Financial Solutions and have declined advice regarding the other planning services offered by Tappan Financial Solutions.
- 4.2 You acknowledge that due to you exercising your rights as a client of the financial services industry that you might well have needs that require urgent addressing, but have chosen to not have them addressed at this stage.
- 4.3 That you have voluntarily exercised your right and have not been unduly influenced by Tappan Financial Solutions to do so and are aware of your right to a full needs analysis and that Tappan Financial Solutions has encouraged you to have such an analysis performed.
- 4.4 In all instances you as client have been informed and have acknowledged that any analysis of your personal financial situation can only be performed if you as client provide all relevant information to Tappan Financial Solutions.
- 4.5 In all instances you have been informed and are aware that the accuracy of any analysis is critically dependent on the information provided by you to Tappan Financial Solutions.

- 4.6 You have been informed of Tappan Financial Solutions' status as an accountable institution in terms of the Financial Intelligence Center Act and its responsibilities in terms of this act.
- 4.7 You hereby certify that any funds that Tappan Financial Solutions is required to deal with on your behalf is not obtained from an illegal source and that you are not involved in any money laundering activities.
- 4.8 It is the duty of the client to inform Tappan Financial Solutions of any changes to their factual circumstances as and when they occur.
- 4.9 It is the duty of the client to contact Tappan Financial Solutions at least annually to review the client's portfolio.

5. The parties agree that Tappan Financial Solutions shall be remunerated for the financial services rendered in the following manner:

5.1 Commission

Tappan Financial Solutions shall receive payment of commission 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 and subject to regulatory legislation and restrictions where applicable, for example the Long Term Insurance Act.

AND/OR

5.2 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

5.3 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 Tappan Financial Solutions in providing the services and/or advice. This may be either expressed as an hourly rate, or a fixed fee per service rendered, or a fixed fee per month.

This time based fee shall be charged irrespective of whether the Client decides to implement any recommendation made by Tappan Financial Solutions and can be waived by Tappan Financial Solutions should a commission or asset based fee be charged and received in its stead.

6. A letter of Introduction is attached as Annexure A.
7. A Privacy Policy Statement and Consent is attached as Annexure B.
8. A short term insurance broker fee consent is attached as Annexure C.

Annexure A

Letter of Introduction

In complying with the FAIS legislation, I would like to bring the following information to your attention:

My name is Michael Tappan and my contact details are stated below on the letterhead. I am employed by Tappan Financial Solutions CC, an authorised financial services provider, which accepts responsibility for my activities and is licensed to render financial services

I have been providing financial advice and intermediary services since 1994 in the following areas of financial planning:

- Life assurance Planning
- Retirement Planning
- Investment Planning
- Medical Schemes & insurance
- Short Term Insurance

I am authorised to provide advice and intermediary services in the following categories:

1.1 Long term insurance Category A	1.2 Short term insurance personal lines
1.3 Long term insurance category B1	1.20 Long term insurance category B2
1.4 Long term insurance category C	1.5 Pension fund benefits
1.6 Short term insurance commercial lines	1.7 Pension fund benefits (Excluding retail)
1.14 Participatory interests in collective investment schemes	
1.21 Long-term Insurance subcategory B2-A	1.16 Health service benefits
1.22 Long-term Insurance subcategory B1-A	1.23 Short-term Insurance Personal Lines A1

A copy of the license is available for inspection on request.

My brokerage has written authority to market the products of the following Insurers and I am accredited to market their products:

Altrisk	Investec	MUA	Vantage	Sirago	Chubb	Stanlib
Discovery	Sanlam	Coronation	Friends Provident	Zurich	Ambledown	Unity Health
Hollard	Momentum	Marriott	BrightRock	Santam	HIU	Brolink
Old Mutual	Allan Gray	Lloyds TSB	Auto & General	FMI	Zestlife	Broker Solutions
Liberty	Stratum	PPS	Stanlib	Fedhealth	Corporate Sure	

I am remunerated for my services by being paid commission and fees. I have not received more than 30% commission and remuneration from any one insurer during the previous calendar year. I do not hold more than 10% of the shares issued by any insurer. My brokerage is not an associated company of a particular insurer.

Tappan Financial Solutions CC holds professional indemnity insurance.

Compliance with the FAIS Act is monitored by Masthead Distribution Services (Pty) Ltd, a compliance practice approved by the Financial Services Board (Practice no 5034). Their postal address is PO Box 856, Howard Place, 7450. Their contact numbers are 021 686 3588(t) and 021 686 3589(f). I am a member of the Masthead Financial Advisors Association which provides me with services such as compliance, practice management and technology support by virtue of my membership.

Please note that in accordance with legislation we keep an updated disclosure register. The register informs you, our client of all financial and ownership interests that I may become entitled to and lists the business relationships that I have with the product suppliers. This document ensures transparency in my dealings with our customers and is available for inspection.

42a Bowwood Road, Claremont, 7708

Authorised FSP License No:7897

CK: 1999/012910/23

VAT: 4300184092

Tel: 021 671 3314

Email: mike@tappanfs.com

I wish to advise that all information obtained or acquired about you shall remain confidential unless you provide written consent, or unless I am required by any law to disclose such information.

In the event that you are dissatisfied with any aspect of my service, you should address your complaint in writing to me at the above address. A copy of my Complaints Resolution Policy is available on request.

Annexure B

PRIVACY POLICY STATEMENT & CONSENT

Respecting and protecting your Personal Information is very important to us. It is also a Constitutional right, legal, and good business practice requirement, which I/we take very seriously.

In line with the 8 Conditions in the Protection of Personal Information Act, 4 of 3013 (the Act), I/we

- ✓ Accept joint responsibility and accountability with you to responsibly manage and protect your Personal Information when providing our services and solutions to you;
- ✓ Undertake to receive, only from you, and process the Personal Information that is necessary for the purpose to assist you with your required solutions, conclude the necessarily related agreements and consider the legitimate legal interests of everyone concerned, as required by the Act and to respect your right to withdraw your consent for the processing of your Personal Information;
- ✓ Undertake to only use your Personal Information for the purpose required to assist you or provide solutions to you;
- ✓ Undertake not to share or further process your Personal Information with anyone if not required for assisting you with your solutions or by the law;
- ✓ Undertake to be open and transparent and notify you as and when required by law regarding why and how your Personal Information needs to be collected;
- ✓ Undertake to safeguard and protect your Personal Information in our possession;
- ✓ Undertake to freely confirm what Personal Information we have, to update and correct the Personal Information, and to keep it for no longer than legally required.

We or the companies who provide or assist with the solutions your required need to collect, use, and keep your Personal Information as prescribed by relevant laws and regulations and for reasons such as:

- ✓ To share with and provide relevant products or services to you, to carry out the transaction you requested, and to maintain our relationship;
- ✓ To respond to your queries;
- ✓ To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- ✓ For insurance underwriting purposes;
- ✓ To assess and process claims;
- ✓ To conduct credit reference searches or verification, only if you authorise this or if it's a requirement to provide your solutions to you;
- ✓ For operational purposes required to assist you with the solutions you require;
- ✓ For audit and record-keeping purposes;

- ✓ In connection with possible requirements by the Information Regulator or other Government agencies allowed by law, legal proceedings, or court rulings.

We may need to share your Personal Information and/or utilise software or online platforms to enter and process your information for an application, claims, or business management purposes. This will only be done in strict adherence to the requirements of the Act.

The companies providing the solutions to you may use “cookies” on their websites. They enable them to improve your future visits to their site as well as provide you with a more user-friendly experience. Their [Cookie Policy](#) can be found on the websites.

Any additional information or concerns can be found and raised with the Information Regulator, who can be contacted as shared below, but please feel free to contact us first to discuss any questions or concerns you may have:

Your Personal Information is defined by the Protection of Personal Information Act (the Act) as:

“means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to— (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) 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; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person”.

To comply with the new Protection of Personal Information (POPI) Act, we require your consent and authorisation to process your personal information, including your special personal information as defined by the POPI Act, which we collect and process to enable us to provide the services, assistance and/or product solutions you may require. The POPI Act defines the “**processing**” of personal information as:

“... any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.”

We will collect the minimum required information from you, and we will process your personal information only for the purposes for which it was collected or as agreed with you. These purposes include:

- To provide our services to you, as well as to maintain our contractual relationship;
- To assist you with queries relating to our services;
- To confirm and verify your identity or to verify that you are an authorised user for security purposes, where applicable;
- For audit and record-keeping purposes.

Apart from the above reasons, we will also process your personal information to comply with legal and regulatory requirements or industry codes to which we subscribe, or which apply to us, or when it is otherwise allowed by law.

There will be times when we may need to share your personal information with third-party service providers/operators and/affiliated associates who will be involved in the delivery of services to you or us, in support of our service offerings to you and our business. An **'operator'** is defined by the POPI Act as: "...a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party". We are the **responsible party** concerning your personal information. We may need to share your personal information with service providers and/or operators who will be involved in the delivery of products or services to you or to us, in support of our service offerings to you and our business. Examples of these operators include insurance companies, financial investment and management institutions, our auditors, etc. If required, we use third party operators' information systems to process your personal information, to assist us with providing you with the required advice and/or products and services.

We are required by law to have agreements in place with these operators and/or associated associates to ensure that they protect and process personal information securely.

As a client, you have the right, at any time:

- to ask us to update, correct, or delete your personal information, which includes the authority and consent provided in this form;
- to object to the processing of your personal information;
- to withdraw your consent;
- to complain to the Information Regulator, whose contact details are Tel: 012 406 4818/ Email: inforeg@justice.gov.za

Annexure C

SHORT TERM INSURANCE BROKER FEE CONSENT

Our remuneration for acting as your insurance and risk advisor and as an independent intermediary will comprise the following:

- A commission paid to us by the insurer;
- A broker fee, agreed with you beforehand; or
- A combination of commission and fee.

The commission paid to us by an insurer is standard for insurance brokers in South Africa in accordance with rates prescribed in the Short-term Insurance Act and typically ranges from up to 12.5% of the premium for a motor policy and up to 20% for any other short-term policy. This commission is paid to us from the premium you pay to your insurers and is in respect of the intermediary services we perform related to the sale and support of the insurer's product.

The Company charges a broker fee for providing additional services for the Client's benefit (the services). Broker fees are fully disclosed to the Client in the Client's Policy Schedule. The deduction and collection of broker fees may be facilitated by the Insurer. The Client may withdraw the consent from the Company to charge the fee if the Client does not want to make use of the Services provided.

The services provided include, but are not limited to:

- risk advice and risk management services;
- dealing with non-insured third party approaches and recoveries;
- facilitation of non-insurance value added products;
- assist with the determination of insured amounts;
- arrange and assist with valuations with suitable professionals;
- assistance with a rejected claim which includes direct negotiations with the Insurer and goodwill payments;
- additional costs incurred to determine the retail value of motor vehicles;
- management of car hire following a claim where applicable, including follow up with motor repairers;
- additional written information to assist with accidents;
- assistance with an accident such as the arrangement of towing or breakdown services;
- arrangement for the collection of salvage such as televisions, laptops, etc.

The broker fee will be charged for as long as the policy is active and/or until the broker fee consent is withdrawn.

CONSENT AND AUTHORISATION

I herewith confirm that I have been informed of the reasons for the payment of a policy fee in addition to normal brokers' commission and further that I understand my rights in this regard. I herewith consent to the continued deduction of the broker fee until revoked by me in writing.

I, understand, consent and authorise Tappan Financial Solutions CC and its representatives and/or relevant product suppliers permission to process my personal information for the purposes mentioned in this document or otherwise allowed for or required by law.

I acknowledge that I have read the terms of this agreement and by signing and returning it, I agree to be bound by them. In the interim, I confirm that my continued use of the services of Tappan Financial Solutions is confirmation of my agreement.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20

Client Name:



Tappan Financial Solutions