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CLIENT SERVICE LEVEL AGREEMENT

made and entered into by and between

BUYANA FINANCIAL SERVICES

_____

(hereinafter referred to as **the Provider**)

and

_____

(hereinafter referred to as **the Client**)

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1. PURPOSE AND OBJECTIVES

1.1 Whereas the provider is an authorised Financial Services Provider, and

1.2 Whereas the client requires financial services and has agreed to mandate the provider to render such financial services in respect of the financial product categories specified in Annexure A, and

1.3 Whereas the provider holds contracts with the product suppliers specified in Annexure B, and

1.4 Whereas the client consents to the provider obtaining information from relevant product suppliers in order to enable the provider to comply with the provisions of this agreement.

2. PROVIDER'S UNDERTAKINGS AND OBLIGATIONS

2.1 The provider undertakes to render the financial service to the client with due skill, care and diligence.

2.2 The provider agrees and undertakes, subject to the client requesting in writing otherwise, to seek from the client all appropriate and available information regarding the client's financial situation, financial product experience and objectives to enable the provider to render suitable financial services.

2.3 The provider shall, subject to the client requesting in writing otherwise, conduct an analysis, for purposes of the financial services required in the circumstances based on the information obtained.

2.4 The provider shall, subject to the limitations imposed on the provider in terms of any contractual agreement between the provider and the client, any product supplier and the provider's authorised licence categories, identify the financial product or products that will be most appropriate to the client's risk profile and financial needs.

2.5 The provider undertakes and agrees, when rendering a financial service to the client to ensure, to the best of his knowledge and ability, that all representations made and information provided to a client will be factually correct and provided in plain language, so as to avoid as far as possible any uncertainty or confusion.

2.6 In addition, the provider undertakes and agrees, when rendering a financial service to the client to ensure, to the best of his knowledge and ability, that all representations made and information provided to the client will be adequate and appropriate in the circumstances of the particular financial service that is being provided to the client at that time.

2.7 The provider undertakes to use his best endeavours to ensure that the client knows and understands any financial service that is provided and that the client is placed in a position to make an informed decision.

2.8 If any financial service is provided orally then, at the client's request, the provider shall confirm such financial service in writing within a reasonable time after such request is made by the client.

2.9 The provider undertakes to assist the client with the completion and submittal of any application forms pursuant to the rendering of financial services and to take all reasonable steps to submit such application timeously and to follow the administrative process in a diligent manner.

2.10 The provider undertakes to liaise with the product supplier on the client's behalf and to facilitate any subsequent amendments or variations to a financial product within a reasonable time after such request is made by the client in writing.

2.11 The provider undertakes and agrees to disclose to the client the existence of any personal interest in the relevant service, or of any circumstances which gives rise to an actual or potential conflict of interest in relation to such service, and will take all reasonable steps to ensure fair treatment to the client.

2.12 If any non-cash incentives are offered or any other indirect consideration is or becomes payable by another provider, a product supplier or any other person to the provider then such non-cash incentive or other consideration will be disclosed by the provider to the client immediately such is offered or becomes payable as the case may be.

2.13 Should the client wish to lodge a compliant in respect of a financial service that was rendered, the provider undertakes to resolve the complaint timeously and in accordance with the provider's internal complaints procedure.

2.14 The provider 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 or if obliged to do so in terms of law or an order of court.

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3. CLIENT'S UNDERTAKINGS AND OBLIGATIONS

3.1 The client agrees and undertakes to provide the provider with all appropriate information required to enable the provider to fulfil his undertakings as recorded above.

3.2 The client acknowledges having been informed that, in respect of the completion or submission of any application, proposal, order, instruction or other contractual information required to be completed for, or submitted to, a product supplier by or on behalf of a client relating to the purchase of or investment in any financial product, including any amendment thereof or variation thereto that:

3.2.1 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, and

3.2.2 if the provider completes or submits any transaction requirement on behalf of the client, the client must be satisfied as to the accuracy and completeness of the details, and

3.2.3 any misrepresentation or non-disclosure of a material fact or the inclusion of incorrect information may result in the cancellation of the transaction by the product supplier.

3.3 The client acknowledges that the provider cannot be held liable for any damages, financial or otherwise, caused by the client's late submission or the furnishing of incorrect information required for the completion or submission of any application, proposal, order, instruction or other contractual information required to be completed for, or submitted to, a product supplier by or on behalf of a client relating to the purchase of or investment in any financial product, including any amendment thereof or variation thereto.

3.4 The client acknowledges that the provider cannot be held accountable for any changes to legislation or unforeseen market conditions that may have a negative impact on any benefit accruing from the purchase or investment in any financial product.

3.5 The client shall notify the provider of any material changes to the client's financial situation, needs and objectives within a reasonable time after such change but no later than 30 days of such changes.

3.6 The client shall furnish the provider with any requested information required in terms of the Financial Intelligence Centre Act.

3.7 The client acknowledges that the purchase of any financial product facilitated by the provider will not be used as a vehicle to launder money or for the purpose of funding terrorist or terrorist related activities.

4. FEES

4.1 The provider shall be entitled to charge a fee for work performed and services rendered and such fee shall be charged at a rate to be agreed upon between the parties.

4.2 The provider shall be entitled to charge a fee of R [_____] per hour or part thereof for work performed and services rendered to and on behalf of the client. The client agrees to pay such fee immediately upon receipt of an invoice from the provider.

5. TERMINATION

5.1 This agreement may be terminated by either party within 30 calendar days written notice to the other party.

5.2 Notwithstanding anything herein to the contrary, the provider may elect to terminate this agreement immediately without notice, where the mandate provided to render financial service to and on behalf of the client has been terminated.

5.3 The provider shall upon the termination of this agreement, notify all product suppliers in respect of which financial services were rendered and financial products purchased, that the agreement and mandate have been terminated and that all future communications should be addressed directly to the client.

5.4 The provider shall upon termination of this agreement and subject to any applicable legislation and contractual requirements, return all funds or documentation that is held by the provider on behalf of the client.

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5.5 The termination of this agreement shall be without prejudice to the rights of the parties and any provision of this agreement that relates to or governs the acts of the parties hereto subsequent to such termination shall remain in full force and effect and shall be enforceable notwithstanding such termination.

6. FORCE MAJEURE

6.1 Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under this agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

7. CHANGES AND ASSIGNMENT

7.1 Either party may propose changes to the scope, nature or time schedule of the services being performed and delivered under the agreement. The parties will mutually agree to any proposed changes, including adjustments to any fees and expenses as a result of any changes to the services.

7.2 All proposed changes must be approved in writing by both parties.

7.3 Neither party may assign or otherwise transfer this agreement without the prior written consent of the other party. In the event that consent for assignment is given, the terms of this agreement will be binding upon each party's respective successor.

8. NOTICES AND DOMICILIUM

8.1 Any notice which may be required to be served to a party to this agreement shall be sent to such party's domicilium as set out below, or duly altered from time to time, and shall be delivered by hand, in which event it shall be deemed to have been received on the date of delivery or be sent by prepaid registered post, in which event it shall be deemed to have been received on the 5th (fifth) business day after posting.

8.2 For all intents and purposes of this agreement the parties hereby choose the following addresses as their respective *domicilia citandi et executandi* ("domicilium"):

8.2.1 The Provider:

[_____]

[_____]

8.2.2 The Client:

[_____]

[_____]

8.3 Either party shall be entitled by notice in writing to the other party to change its domicilium as set out above.

Signed for and on behalf of the Provider	
Signature:	Name:
At:	Date:

Signed for and on behalf of the Client	
Signature:	Name:
At:	Date:

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