



Financial Services Provider (FSP) Application

Instructions

This form must be completed by a mandated Key Individual (KI) of the Financial Services Provider (FSP). Please send the completed application form and all supporting documentation to lifecycle@thecycle.co.za

- | | |
|---|--|
| <input type="checkbox"/> Copy of FAIS FSP licence or other applicable licence | <input type="checkbox"/> All FICA requirements |
| <input type="checkbox"/> Proof of banking | <input type="checkbox"/> Copy of VAT Registration details, if applicable |

Details

Natural Person Company Close Corporation Sole Proprietor Partnership Other

Financial Services Provider (FSP) Details

Registered Name _____

FAIS FSP licence Number _____ Jurisdiction _____

Regulated Entity (Designated Body* / Accountable Institution e.g. Bank): _____

Jurisdiction _____

Income Tax Number _____ VAT Number (if applicable) _____

** A Designated Body is defined as an individual or other entity, which is regulated in respect of banking or investment services in a country which is a member of the European Union or the Financial Action Task Force (FATF).*

Contact Person

How many contact persons are you including with this application?.....

For each contact person please complete this section.

Title _____ Surname _____

First Name(s) _____

Position in FSP _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Title _____ Surname _____

First Name(s) _____

Position in FSP _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Title _____ Surname _____

First Name(s) _____

Position in FSP _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Your FSP Principals

How many principals are you including with this application?.....

For each principal please complete this section. (Copy this page if more than 3 principals).

A principal is a **manager, member, partner(s), persons exercising executive control, shareholders, trustees, partners and persons holding 25% or more of the voting rights must be inserted below**).

PRINCIPAL 1

Title _____ Surname _____

First Name(s) _____

Position in FSP _____ Interest in FSP (director, member, partner, owner) _____

ID number _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

PRINCIPAL 2

Title _____ Surname _____

First Name(s) _____

Position in FSP _____ Interest in FSP (director, member, partner, owner) _____

ID number _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

PRINCIPAL 3

Title _____ Surname _____

First Name(s) _____

Position in FSP _____ Interest in FSP (director, member, partner, owner) _____

ID number _____

Physical Address/Registered Address _____

_____ Post Code _____

Postal Address _____

_____ Post Code _____

Telephone (H) _____ Telephone (W) _____

Cell _____ Fax _____

Email Address _____

Your Compliance Officer Details

Title _____ Surname _____
First Name(s) _____
Practice Name _____ Practice FSP number _____
Physical Address/Registered Address _____
_____ Post Code _____
Postal Address _____
_____ Post Code _____
Telephone (H) _____ Telephone (W) _____
Cell _____ Fax _____
Email Address _____

List of Advisors / FSP's – Key Individuals and Representatives

Please complete the Annexure C, listing all the KI's and REPS (including under supervision). The Annexure C will be required to be updated every 6 months or when changes occur.

Product Selection

Please indicate which products you are applying for :

- | | |
|---|---|
| <input type="checkbox"/> Endowment Policies and Living Annuity Policies (underwritten by 27four Life Limited) | <input type="checkbox"/> Retirement Products registered in terms of the Pension Funds Act |
| <input type="checkbox"/> Unit Trust Funds registered in terms of the Collective Investment Scheme Act | |

Local Banking Details for Payment of Fees for Local Unit Trusts, Life and Retirement Products

Name of Account Holder _____
Name of the Bank _____
Branch Name _____ Branch Code _____
Account Number _____
Signature of Account Holder _____

- A cancelled cheque or recent bank statement not older than 3 months, must accompany this application
- No payments will be made into third party bank accounts or credit cards.

FSP Declaration

1. I/We hereby consent, where this is applicable to me/us as registered VAT vendor(s), to the use by LifeCycle (Pty) Ltd of self-invoicing, and confirm that I/we will not issue tax invoices, debit notes or credit notes in respect of the fees payable to me/us by LifeCycle (Pty) Ltd or the Investor.
2. I/We warrant the above information to be correct. LifeCycle shall not be liable for any loss or damage suffered on account of incorrect information provided by me/us or as a result of a change in my/our information or my/our misrepresentation or my/our involvement in any fraudulent act.
3. I/We undertake to advise LifeCycle in writing should any of the details completed herein change subsequent to signature hereof by me/us.
4. I/We further acknowledge that this Application Form, together with the Terms and Conditions attached hereto as Schedule A, form the basis on which LifeCycle appoints me/us, and I/we agree to be bound by the said Terms and Conditions.
5. I/We accept that LifeCycle may authorise my/our identity via a credit bureau.
6. I/We accept that LifeCycle reserves the right to not appoint me/us as a Advisor / Financial Services Provider for whatever reason.
7. I/We acknowledge and accept that the Agreement will only be concluded when an authorised representative of LifeCycle has signed this Application Form and I/we have received confirmation in writing from LifeCycle that the Agreement has been concluded.
8. The authorized signatory named below is duly authorized to complete and sign this contract on the FSP's behalf
9. There is no reason why LifeCycle can not contract with us

10. We are aware of the duties imposed on us by all relevant legislation including the FAIS Act.
11. We agree that LifeCycle may from time to time
- 11.1. check our credit standing with any registered credit bureau
 - 11.2. check our standing with any relevant regulatory authority or industry body and/or
 - 11.3. perform criminal checks on you
12. We agree that LifeCycle may share any information about our financial standing with any credit bureau in line with the National Credit Act, No.34 of 2005
13. We indemnify LifeCycle and any parties LifeCycle share information with, or receive information from, about our financial standing, against any damages that may result from disclosing this information.

Signed at _____ on _____

Signed on behalf of the/ Financial Services Provider FSP)

Signed on behalf of Financial Services Provider (FSP)

Name of signatory

Name of signatory

Note:

Please provide a copy of the resolution from the Board of Directors confirming the signatory(ies) of this document is authorised to act in this capacity.

FICA Requirements

In terms of the Financial Intelligence Centre Act, 2001 ("FICA") the company requires a copy of each of the following documents:

An "ID document" means a document containing a photo, full names, date of birth and ID number, a passport containing a photo or a valid driver's licence.

"Proof of address/business address" means a document less than 3 months old containing a physical residential address that is a utility bill, bank statement, rates account or tax invoice.

1. **South African Citizens and Residents or Foreign Nationals (Natural Person)**
 - ID document, drivers licence or a passport.
 - Proof of physical address.
 - Proof of income tax number
2. **Third Party Representing another Individual/Power of Attorney (Natural Person)**
 - ID document in respect of both parties.
 - Proof of physical address.
 - Proof of authority to act e.g. power of attorney, mandate, resolution or court order.
3. **South African Companies**
 - Certificate of Incorporation (CM1) and Notice of Registered Office and Postal Address (CM22).
 - Proof of physical business address.
 - Proof of income tax number.
 - Proof of authority to act for the company e.g. a directors' resolution.
 - ID documents in respect of all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
4. **South African Close Corporations**
 - Founding Statement and Certificate of Incorporation (CK1) and Amended Founding Statement (CK2).
 - Proof of physical business address.
 - Proof of income tax number.
 - Proof of authority to act for the close corporation e.g. a members' resolution.
 - ID documents in respect of all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
5. **Foreign Companies**
 - Official document from foreign regulator witnessing incorporation, bearing the name, number and address.
 - Proof of physical address.
 - Proof of income tax number.
 - Proof of authority to act for the company e.g. a directors' resolution.
 - ID documents/passports in respect of the all authorised representatives and also all individuals, or legal entities holding 25% or more of the voting rights.
6. **Other Legal Persons (Retirement Funds, Medical Schemes, Club, Association, Body Corporate,)**
 - The constitution or other founding document/ Regulatory approval in terms of which legal entity is created.
 - Proof of physical address.
 - Proof of income tax number.
 - Proof of authority to act for the entity e.g. trustees' resolution.
 - ID documents in respect of the all authorised representatives.
7. **Partnerships**
 - Partnership agreement
 - Proof of income tax number.
 - Proof of physical address.
 - Proof of authority to act for the partnership e.g. resolution.
 - ID documents in respect of the all partners and authorised representatives.
8. **Trusts**
 - Letters of authority from the Master (SA trust) or foreign regulator (foreign trusts).
 - Trust Deed
 - Proof of income tax number.
 - Proof of authority to act for the trust e.g. resolution.
 - ID documents in respect of the all authorised representatives and also all beneficiaries mentioned by name in the trust.

FSP Products Approved by FSCA – TO BE COMPLETED BY THE FSP (FOR SA ONLY)

The FSP has been approved by the FSCA to give advice and / or intermediary services in the following products:

	Financial Product	A. Advice	B. Intermediary service
1.	CATEGORY I		
1.1	Long-term Insurance subcategory A		
1.2	Short-term Insurance Personal Lines		
1.3	Long-term Insurance subcategory B1		
1.4	Long-term Insurance subcategory C		
1.5	Retail Pension Benefits		
1.6	Short-term Insurance Commercial Lines		
1.7	Pension Fund Benefits) excluding retail pension benefits)		
1.8	Securities and Instruments: Shares		
1.9	Securities and Instruments: Money market instruments		
1.10	Securities and Instruments: Debentures and securitised debt		
1.11	Securities and Instruments: Warrants, certificates and other instruments acknowledging, conferring or creating rights to subscribe to, acquire, dispose of, or convert securities and instruments referred to in subcategories 1.8, 1.9 and 1.10 above.		
1.12	Securities and Instruments: Bonds		
1.13	Securities and Instruments: Derivative instruments excluding warrants		
1.14	Participatory Interests in Collective Investment Schemes		
1.15	Forex Investment Business		
1.16	Health Service Benefits		
1.17	Long-term Deposits		
1.18	Short-term Deposits		
1.19	Friendly Society Benefits		
1.20	Long-term Insurance subcategory B2		
1.21	Long-term Insurance subcategory B2-A		
1.22	Long-term Insurance subcategory B1-A		
1.23	Short-term Insurance Personal Lines A1		
1.24	Structured Deposits		
1.25	Securities and instruments		
1.26	Participatory interest in a CIS hedge fund		
2.	CATEGORY II – DISCRETIONARY FSP		
2.1	Long-term Insurance subcategory B1		
2.2	Long-term Insurance subcategory C		
2.3	Retail Pension Benefits		
2.4	Pension Fund Benefits (excluding retail pension benefits)		
2.5	Securities and Instruments: Shares		
2.6	Securities and Instruments: Money market instruments		
2.7	Securities and Instruments: Debentures and securitised debt		
2.8	Securities and Instruments: Warrants, certificates and other instruments acknowledging, conferring or creating rights to subscribe to, acquire, dispose of, or convert securities and instruments referred to in subcategories 2.5, 2.6 and 2.7 above		
2.9	Securities and Instruments: Bonds		
2.10	Securities and Instruments: Derivative instruments excluding warrants		
2.11	Participatory Interests in Collective Investment Schemes		
2.12	Forex Investment Business		
2.13	Long-term Deposits		
2.14	Short-term Deposits		
2.15	Long-term Insurance subcategory B2		
2.16	Long-term Insurance subcategory B2-A		
2.17	Long-term Insurance subcategory B1-A		
2.18	Structured Deposits		
2.19	Securities and instruments		

2.20	Participatory interest in a CIS hedge fund		
2.15	CATEGORY IIA – HEDGE FUND FSP		
2.16	Long-term Insurance subcategory B2		

Acceptance by LifeCycle

Signed at _____ on _____ 20____

Signed on behalf of the FSP duly authorized

Signed on behalf of LifeCycle duly authorized

Allocated FSP Codes: _____

TERMS AND CONDITIONS

FOR APPOINTMENT AS AN ADVISOR / FINANCIAL SERVICES PROVIDER

by

D and D the Cycle (Pty) Ltd (Registration number 2013/157477/07)

and/or

LifeCycle (Pty) Ltd (Registration number 2018/629597/07)

and/or

**LifeCycle Retirement Annuity Fund
(Registration Number: 12/8/38158)**

and/or

**LifeCycle Preservation Pension Fund
(Registration Number 12/8/38159)**

and/or

**LifeCycle Preservation Provident Fund
(Registration Number 12/8/38199)**

and/or

**LifeCycle living annuity and LifeCycle Sinking Fund Policies
(underwritten by 27four Life Limited registration number 2004/014436/06)**

(Collectively referred to as LifeCycle)

1. BACKGROUND

- 1.1. LifeCycle products are made available for distribution through a network of independent Advisors.
- 1.2. The FSP wishes to promote and market certain products and services, and in order to be able to do so, agrees to be bound by the terms and conditions of the appointment set out herein.
- 1.3. LifeCycle (Pty) Ltd (registration number 2018/629597/07) is the sponsor of the LifeCycle Retirement Funds administered by D and D the Cycle (Pty) Ltd.
- 1.4. LifeCycle Living Annuity and sinking fund policies are underwritten by 27Four Life Limited and administered by D and D the Cycle (Pty) Ltd.

2. INTERPRETATION

- 2.1. The headings to the clauses of this agreement are inserted for reference purposes only and shall in no way govern or affect its interpretation.
- 2.2. Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

“Agreement”	means the Financial Advisor Application signed by the FSP / Advisor read together with these Terms and Conditions and any annexures hereto;
“Application Form/s”	means a written standard transaction application forms as prescribed or approved by LifeCycle, for a Selected Product, solicited or represented by the Advisor;
“Advisor”	means the Financial Advisor / Financial Service Provider/s referred to in the Financial Advisor Application;
“Business Days”	means the days of the week from Monday to Friday on which banks are open for ordinary business in both South Africa and/or in Dublin, Ireland;
“Financial Advisor Application”	means the application form completed/to be completed by the Advisor and which is subject to these Terms and Conditions and any annexures hereto;
“FSP”	means the Advisor;
“Investments”	means investments or contributions made into the Selected Products;
“Investor”	means any person (natural or juristic) who is identified as the Investor on an application form, and whom the Advisor represents;
“Party/ies”	means LifeCycle and/or the Advisor;
“LifeCycle”	means the LifeCycle Retirement Funds and investment products, including any white label arrangements with other asset managers, Life companies or FSP’s, if applicable;

“Product Provider”	means D and D the Cycle (Pty) Ltd and Lifecycle (Pty) Ltd; the Retirement Funds, risk and including any white label arrangements with other life insurers, asset managers or FSP’s, if applicable;
“Representatives”	means those divisions, or employees, that offer the Selected Products, and including any white label arrangements with other asset managers or FSP’s from time to time;
“Retirement Funds”	means the LifeCycle Retirement Annuity Fund; the LifeCycle Preservation Provident and Pension Fund, and Thyme Umbrella Provident Fund;
“Selected Products”	means those financial, retirement and investment products and services offered from time to time referred to in Annexure A hereto together with such other financial products and services as may be made available to Advisors from time to time;
“Terms and Conditions”	means the terms and conditions contained in this document which form the basis of and regulate the relationship between LifeCycle and the Advisor;

- 2.3. Unless inconsistent with the context, an expression which denotes any gender includes the other genders, a person includes a natural and juristic person and vice versa and the singular includes the plural and vice versa.
- 2.4 Where any term is defined within the context of any particular clause in this document, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to that relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this document, notwithstanding that that term has not been defined in this interpretation clause.

3. COMMENCEMENT AND DURATION

- 3.1 Subject to the provisions of these Terms and Conditions, the Agreement shall commence when an authorised Representative of LifeCycle has signed and accepted the Financial Advisor Application and the Advisor has received confirmation in writing from LifeCycle that the Agreement has been concluded.
- 3.2 The Agreement shall thereafter continue indefinitely until terminated by not less than thirty (30) calendar days’ notice in writing by either party to the other or as provided for herein or as stated elsewhere further in this Agreement.
- 3.3 LifeCycle reserves the right to terminate this agreement on giving 30 (thirty) calendar days’ notice in writing to the Advisor, should the level of business generated by the Advisor not be sufficient to justify the level of service provided by LifeCycle.

4. AGREEMENT WITH ADVISOR

- 4.1 LifeCycle contracts with the Advisor to promote and market the Selected Products subject to the terms and conditions set forth herein.
- 4.2 The Advisor accepts and always undertakes to carry out and perform its duties under this Agreement continuously, diligently and in good faith.
- 4.3. Product specific training must be undertaken by the FSP and each of its representatives and key individuals in terms of the FAIS ACT.

- 4.3 Nothing in this Agreement shall be construed as appointing the Advisor as an agent, officer, or employee of LifeCycle, or any of its Representatives, and the Advisor shall not hold itself out as such or be entitled to enter in any agreement or undertaking on behalf of LifeCycle, or any of its Representatives.
- 4.4 The Advisor undertakes to register where necessary, in terms of any applicable legislation, to provide advice under the laws of the country in which advice is provided and the Advisor complies with all statutory duties of that legislation.
- 4.5 LifeCycle reserves the right to summarily cancel a transaction notwithstanding the fact that a confirmation advice, or any other document or correspondence evidencing a transaction has been issued, should it come to LifeCycle's notice that any material facts relating to the transaction are not brought to LifeCycle's attention. In such case, the Advisor shall be taken to have indemnified LifeCycle against all claims of whatsoever nature that may be brought against LifeCycle as a result of the cancellation, provided that the Advisor was aware, or could reasonably be expected to be aware, of the material fact. The Advisor expressly warrants that it is the duly authorised Advisor of the Investor and is authorised to represent the Investor
- 4.6 Only those Advisors, representatives and key individuals of the FSP listed in the Financial Advisor Application (as amended from time to time) may market and submit Application Forms for the Selected Products listed in Annexure A. The Advisor hereby indemnifies LifeCycle against all claims, demands, losses, damages (including indirect or consequential), expenses and charges of whatsoever nature, arising from the actions and/or omissions of those Advisors, representatives and key individuals of the Advisor not listed in the Financial Advisor Application (as amended from time to time).
- 4.7 The Advisor acknowledges and confirms that, in its capacity as the primary accountable institution, with LifeCycle being the secondary accountable institution, it does establish and verify the identity of all new Investors and have implemented procedures to establish and verify the identity of all existing Investors in accordance with section 21 of the FICA, or any other applicable anti-money laundering legislation governing a transaction, and will keep records of such identification and verification according to the provisions of section 22 of FICA, or any other applicable law with similar requirements, for a period of not less than five years following the date on which the Advisor's relationship with the relevant Investor has ended.
- 4.8 LifeCycle will issue the Advisor with a number ("FSP Code") which is assigned under this application. The Advisor must insert the FSP Code on every Application Form or other transaction form submitted to LifeCycle on behalf of Investors. Failure to provide the FSP Code may result in delays in the payment of fees and/or commission or in the processing of the Investment.

5 PROMOTION OF THE SELECTED PRODUCTS

- 5.1 The Advisor shall obtain LifeCycle's written consent before advertising the Selected Products or publishing or causing to be published for any purpose whatsoever the name of LifeCycle or that of any of its Representatives or appointed contractors. LifeCycle shall not unreasonably withhold such consent.
- 5.2 It is expressly recorded that the right and title to the LifeCycle name and the LifeCycle logo vest solely in LifeCycle and they shall have the sole and unfettered discretion to decide on the use of the name or the logo in any circumstances.
- 5.3 LifeCycle shall furnish the Advisor with the latest versions of constitutive documents of the Selected Products (where applicable), marketing material on the Selected Products, brochures, product bulletins and such other forms or documents as may be reasonably required by the Advisor and that LifeCycle may have available from time to time. It is expressly recorded that all marketing material, brochures, product bulletins and the like need to be updated from time to time and that LifeCycle shall not be liable for any loss, of whatever nature, that any person may suffer, for whatsoever reason, as a result of any

inaccuracies arising from relying on superceded versions of such brochures, product bulletins and the like.

6 APPLICATION FORMS

- 6.1 LifeCycle shall make up-to-date versions of the Application Forms in electronic format available on the LifeCycle website.
- 6.2 The Advisor shall ensure that all transactions, including new and additional investments, switches or withdrawals, are made on the relevant Application Forms, and that said forms are duly and correctly completed in every respect and signed by the Investor or the Advisor where applicable. The Advisor shall not use any such forms for any purposes other than to comply with its obligations under this Agreement.
- 6.3 Before the completion and signature of each Application Form, the Advisor shall ensure that the Investor has a full and complete understanding of the Selected Product in respect of which the application is made. LifeCycle shall not be held liable for any loss incurred due to any incorrect information, mistake or misrepresentation being supplied by the Investor, the Advisor, or any other interested party.
- 6.4 As soon as reasonably possible (which will normally not be later than the first Business Day following completion of an Application Form), the Advisor shall deliver the Application Form to LifeCycle. The Advisor must ensure that it obtains such information as LifeCycle shall reasonably require from the Investor in order to satisfy LifeCycle's obligations in terms of the FICA / AML and any other requirements.
- 6.7 The Product Providers and the Representatives shall not be obliged to accept any Application Form, and reserve the right in their sole discretion, to withhold processing of any unclear, incomplete or ambiguous Application Forms.
- 6.9 The Advisor must disclose to the Investor that it is acting in the capacity of an independent Advisor and is not authorised to make any representations or give any warranties on behalf of LifeCycle, the Retirement Funds, or the Representatives.
- 6.10 Where an Application Form is forwarded to LifeCycle (whether by fax, electronic means or paper format), the responsibility to ensure that the instruction has been received by LifeCycle shall lie with the Advisor. Furthermore, the Advisor indemnifies LifeCycle against all claims, demands, losses, damages, expenses and charges of whatsoever nature, arising out of or in connection with the non-receipt of any Application Form by LifeCycle.
- 6.12 LifeCycle may in its sole discretion decide on the format that submission of an application form must be submitted.

7 APPLICATION OF MONIES

- 7.1 Where, in terms of the procedures of LifeCycle, an Application Form requires a contribution / payment by the Investor, the Advisor or the Investor shall:
- 7.1.1 make payment by EFT directly into the appropriate bank account as reflected on the application form or by such other means as LifeCycle shall in its sole discretion decide.
- 7.1.2 forthwith deposit such amount to the credit of the relevant Product Provider (banking details to be advised by LifeCycle depending on the Selected Product in the Application Form).
- 7.2 The Advisor shall acquire no right of any nature to such payment instruments or monies.

7.3 LifeCycle or the Retirement Funds or any of the other products provided shall not be liable for any interest, damages, losses, expenses and/or charges of whatsoever nature, arising out of or in connection with the Advisor's failure to bring a deposit to the attention of LifeCycle in the required manner, and the Advisor indemnifies LifeCycle and the Retirement Funds accordingly.

8 FEES

- 8.1 Any fees payable in respect of the Selected Products listed in Annexure A shall be paid by the specific Product Provider of LifeCycle in terms of Annexure B and/or the relevant Application Form and this Agreement.
- 8.2 The services of the Advisor in respect of the list of Selected Products are not deemed to be exclusive and LifeCycle reserves the right, notwithstanding anything to the contrary contained in this Agreement, to market and promote the Selected Products otherwise than through the Advisor, and no right to fees shall accrue to the Advisor in respect of any business not introduced by the Advisor in terms of the provisions of this Agreement.
- 8.3 Advisors registered as VAT vendors are required to submit VAT registration certificates to LifeCycle as proof of registration. Fee statements reflecting such registration number shall be furnished to the Advisor together with payment.
- 8.4 Under no circumstances shall LifeCycle be liable for any loss or damage of whatsoever nature that any party may suffer as a result of or in connection with any fees paid or payable to the Advisor and the Advisor indemnifies LifeCycle against any such claim.
- 8.5 On termination of this Agreement for whatsoever reason, the Advisor shall be paid any fees owing, due and payable at the time of such termination of this Agreement on the expiry of the 30 (thirty) calendar day period. Any such fees shall be prorated accordingly at the date of such termination. The Advisor shall not be entitled to any fees after such thirty (30) calendar day period of notice on cancellation of this Agreement.

9. GENERAL OBLIGATIONS

- 9.1 The Advisor shall:
- 9.1.1 Answer all enquiries by LifeCycle concerning the Advisor's dealings pursuant to this Agreement, if applicable;
- 9.1.2 From time to time when called upon to do so by LifeCycle, render such assistance to LifeCycle as required to maintain the relationship between Investors and the relevant Representative;
- 9.1.3 Observe and be subject to all relevant laws, regulations and rules affecting the conduct of its activities in terms of this Agreement or otherwise, including but not limited to the statutory obligations imposed on the Advisor.
- 9.1.4 Act solely as agent for and on behalf of the Investor in receiving the Application Forms and/or payment from the Investor. The Advisor shall have no authority to accept payment on behalf of the Product Providers or to bind the Product Providers in any way whatsoever in respect of the Application Form or any transaction whatsoever.
- 9.1.5 Ensure that he has a proper understanding and sufficient knowledge of the Selected Products prior to him giving any advice in respect of any of the Selected Products;

- 9.1.6 From time to time, upon the reasonable written request of LifeCycle, supply LifeCycle with information and/or documentation which LifeCycle is required to have in terms of statute, including, but not limited to the anti-money laundering requirements under the FICA, or which may assist LifeCycle in the ordinary course of its business;
- 9.1.8 Not, in offering or marketing any of the Selected Products available in terms of Annexure A, make any representation or allow any express or implied warranty to be given with respect thereto other than such representations or warranties as may be approved by LifeCycle in writing from time to time.
- 9.1.9 Notify LifeCycle within three months should there be any change in control, whether of its board, shareholding or otherwise;
- 9.1.10 Update Annexure C on a continuous basis and forwarding to lifecycle@thecycle.co.za a new Annexure A when any information changes thereon.

9.2 LifeCycle shall:

- 9.2.1 Be solely responsible for the Selected Products, which shall include, inter alia, the structuring, maintenance and administration of the Selected Products as well as ensuring the Selected Products meet the specifications as described in the respective marketing material.

10 COPYRIGHT

All right and title, including any copyright in and to all documents, literature and Application Forms furnished to the Advisor, and all product information disclosed to the Advisor are vested in LifeCycle.

11. BREACH

11.1 Should one of the Parties to this Agreement:-

- 11.1.1 commit any material breach of the provisions of this Agreement and fail to remedy such breach within five (5) Business Days after having been called upon to do so in writing by the other Party;
- 11.1.2 materially breach this Agreement on two (2) or more occasions during any sixty (60) Business Day period;
- 11.1.3 be provisionally or finally sequestrated or wound-up or placed under business rescue;
- 11.1.4 make any arrangements or composition with its creditors generally or cease or threaten to cease carrying on business;
- 11.1.5 commit any fraudulent act or omission, or be found guilty of any crime of dishonesty;
- 11.1.6 have his licence or authorisation to operate lapsed or withdrawn.

then the other Party shall be entitled to cancel this Agreement with immediate effect without prejudice to such other rights as it may have at law.

11.2 The Agreement will terminate automatically:

- 11.2.1 on death of the Advisor (where the Advisor is a natural person);
- 11.2.2 on the date on which a partnership is terminated (where the Advisor was a partnership);

11.2.3 when the Advisor is de-registered (where the Advisor was a juristic person or trust).

11.3 Upon termination of this Agreement for whatsoever reason:-

11.3.1 the Advisor shall deliver to LifeCycle all brochures, Application Forms and information which may have come into the Advisor's possession under or pursuant to this Agreement and which is proprietary to LifeCycle, or any of the Representatives;

11.3.2 the Advisor shall cease to represent that it is in any way associated with LifeCycle, or the Representatives and shall take the necessary steps to avoid any such misrepresentation, including the removal of all relevant signage;

11.3.3 the Advisor shall not be entitled to any further fees in respect of any of the Selected Products.

12. CONFIDENTIALITY

The Parties to this Agreement shall, during the course of this Agreement and for a period of six (6) months thereafter, keep secret and not disclose to any person, unless required by law or where necessary by the due performance of its obligations in terms of this Agreement, any of the business, financial affairs, dealings, trade secrets, transactions, methods of business, customers, Investors or other confidential information whatsoever relating to the business, property or affairs of the other Party unless agreed to in writing by the other Party and shall ensure that all employees of the Party are bound by the provisions of this clause.

13. PROTECTION OF PERSONAL INFORMATION

LifeCycle shall process the personal information of the Advisor for the purposes of carrying out the actions for the purposes of this agreement.

14. PROCEDURES

14.1 The Advisor shall ensure that it is aware of and understands the procedures of LifeCycle contained in this Agreement, all practice notes issued by LifeCycle from time to time whether issued prior to or after the signing of this Agreement, and the relevant Application forms.

14.2 LifeCycle may from time to time give reasonable notice to the Advisor in writing of new procedures developed for Advisors, which are reasonable taking into account the business of LifeCycle, and the Advisor shall be bound by these procedures with immediate effect.

14.3 The Advisor shall be obliged to notify its Investors of any such change in the procedures, where applicable.

15. CERTIFICATE

A certificate signed by any director of LifeCycle, or the Representatives (whose appointment it shall not be necessary to prove) as to any indebtedness of the parties to each other under this Agreement, or as to any other fact, shall be prima facie evidence of such indebtedness or of such other fact for the purpose of any application or action, judgement or other, and for any other purpose whatsoever.

16. INDEMNITY

16.1 The Advisor hereby indemnifies LifeCycle against all loss, damage and expense which LifeCycle may suffer or incur, as a result of any fraudulent or negligent acts or omissions of the Advisor, whether in terms of this Agreement or otherwise.

16.2 LifeCycle hereby indemnifies the Advisor against all direct loss, damage and expense which the Advisor may suffer or incur, as a result of any fraudulent or negligent acts or omissions of LifeCycle, whether in terms of this Agreement or otherwise.

17 CESSION

Neither Party shall be entitled to cede or assign any of its rights or cede, assign, transfer or otherwise make over obligations in terms of this Agreement to any third party, unless expressly agreed to in writing by the other Party.

18 DOMICILIUM

18.1 The Parties hereto choose domicilium citandi et executandi for all purposes of and in connection with this Agreement as follows:-

18.1.1 LifeCycle Physical Address:
13 Moquini Coastal Estate
Mosselbaai
6510

Telephone: 071 628 9722

18.1.2 The Advisor

The address and contact details set out in the Financial Advisor Application.

18.2 Any Party shall be entitled to change its domicilium from time to time within the boundaries of the Republic of South Africa, provided that any new domicilium selected by it shall be an address other than a box number, and any such change shall only be effective upon receipt of the notice of such change in writing by the other Party.

18.3 All notices, demands, communications or payments intended for any Party shall be made or given at such Party's domicilium for the time being.

18.4 Notices

18.4.1 A notice sent by one Party to another Party shall be deemed to be received on the same day if delivered by hand;

18.4.2 if posted to the Recipient's address, when actually received by the intended recipient or, if posted by prepaid registered post to the Recipient's address, five (5) Business Days after posting;

18.4.3 if sent by facsimile to the correct facsimile number of the intended recipient (or such other facsimile number as shall have been previously communicated by notice to the party giving such notice), at the time of the completion of transmission if transmission on a Business Day or if transmitted on a day which is not a Business Day, on the next following Business Day; or

18.4.4 if sent by email to the correct email address of the intended recipient set out below (or such other email address as shall have been previously communicated by notice to the Party giving such notice), when actually received by the intended recipient if sent on a Business Day or if sent on a day which is not a Business Day, on the next following Business Day.

19. GENERAL

- 19.1 The Agreement sets out the entire agreement and understanding between the Parties and supersedes all prior agreements, written or oral, in connection with the subject matter of the Agreement.
- 19.2 No addition to, variation or consensual cancellation of this Agreement shall be of force or effect unless in writing and signed by or on behalf of the Parties hereto.
- 19.3 No indulgence which any of the Parties (“the grantor”) may grant to any other Party (“the grantee”) shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.
- 19.4 In the event of conflict between this Agreement and the terms and conditions in the Application for the various Selected Products, the provisions of this Agreement shall prevail. In the event of a conflict between provisions of the Financial Advisor Application and these Terms and Conditions, these Terms and Conditions shall prevail.
- 19.6 To the extent that any provision of this Agreement is or may become unenforceable for any reason, such provision shall be severed from the remainder of this Agreement, which shall remain in force.
- 19.7 The Advisor is independent and not connected to LifeCycle in any way, save that the Advisor is authorized to promote, market and procure Application Forms for the Selected Products of LifeCycle from time to time. The Advisor shall have no claim or cause of action against LifeCycle arising out of or in connection with this mandate, or for any reason including but not limited to the Advisor giving advice to the Investor.

20. VALUE ADDED TAX

The Advisor, expressly authorizes LifeCycle to invoice in respect of any and all VAT on fees payable to the Advisor by LifeCycle, where applicable.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement shall be governed by and be construed in accordance with the laws of the Republic of South Africa.
- 21.2 The Advisor consents to the jurisdiction of the Magistrate’s Court. Notwithstanding the foregoing, LifeCycle shall be entitled to institute action in the High Court which may otherwise have jurisdiction.

LIST OF SELECTED PRODUCTS BY THE PRODUCT PROVIDERS

1. Retirement Fund Products

LifeCycle Retirement Annuity Fund
LifeCycle Preservation Provident Fund
LifeCycle Preservation Pension Fund
Thyme Umbrella Provident Fund

2. Life Products

LifeCycle Living Annuity Policy
LifeCycle Endowment Policy

3. Investment Product

Unit trusts
Fund Policies
Approved unlisted Equities

FEES

1. Subject to the terms and conditions of this Agreement, the maximum amount of fees to which the Advisor may become entitled to, as instructed by the investor and/or from the Product Provider, shall be as per the relevant Application Forms from time to time.
2. Fees shall only be payable and credited to the Advisor's bank account within 14 (fourteen) Business Days after month end and only after all the required documentation has been received and the investment/contribution for the relevant Selected Product has been paid into the Product Provider's bank account.
3. Only fees in excess of R500.00 will be paid by the Product Provider. Fees shall be accumulated until the amount of R500.00 is reached.
4. Fees shall be accrued daily and deducted monthly and calculated based on the daily average market value of the investment.
5. Payment of fees shall be made by way of electronic funds transfer to the Advisor's nominated bank account as set out in the Financial Advisor Application.
6. The Advisor undertakes to notify LifeCycle in writing of his VAT vendor status and any changes thereto. Where the Advisor is a VAT vendor, the Advisor undertakes not to issue any tax invoices for transactions in respect of which LifeCycle has issued a tax invoice.
7. An Investor shall be entitled to instruct that the payment of fees to the Advisor ceases and LifeCycle shall be obliged to terminate the payment of fees when written notification of such instruction is received.
8. The Product Provider shall be entitled to recalculate the fees payable and shall be entitled to reverse any fee payment in full or in part, including but not limited to reversals due to cancellation of the Selected Product (or investment contribution) for whatever reason, irrespective of who has requested the cancellation and shall have the right to recover from the Advisor any amount reversed.
9. The Product Provider shall be entitled to debit the Advisor's bank account with the reversal amount.
10. The Product Provider shall be entitled to charge interest from the date that the payment is due and calculated at a rate determined by it.

ANNEXURE C

List of Advisors / FSP's – Key Individuals and Representatives

Recorded DATE

REP NAME	ID	FSP5 Form	MANAGERIAL KI NAME	STATUS (ACTIVE/NONACTIVE)