



FEDGROUP TERMS AND CONDITIONS FOR FINANCIAL SERVICES PROVIDERS (FSPS)

A strong working relationship comes with laying all your cards on the table. Here's everything you need to know about how we work together.

1. RELATIONSHIP

These terms and conditions govern the relationship between you, the Financial Services Provider ("FSP"), and Fedgroup in relation to the products or services we offer.

You confirm that:

- You are duly licenced under the Financial Advisory and Intermediary Services Act (FAIS) and authorised to render financial services in the relevant product categories as listed in your application form.
- Your appointed Representatives are authorised in terms of FAIS and meet all fit and proper requirements.

You agree to:

- Comply at all times with all applicable legislation, including but not limited to FAIS, FICA, POPIA, and the General Code for Authorised Financial Service Providers and Representatives.
- Ensure your Representatives act in accordance with all legal requirements and Fedgroup's internal policies.
- Notify Fedgroup and your clients immediately if your licence is suspended, withdrawn, or has lapsed, or if there are changes in your authorised Representatives.
- Maintain effective governance, risk management, IT systems, and internal controls appropriate to your business.
- Furnish only true and accurate information regarding your financial affairs and remain solvent at all times.
- Act with the degree of skill, care, diligence and good industry practices expected from a professional FSP.
- Cooperate fully with Fedgroup for the purpose of compliance monitoring, audits, and legislative obligations.

Fedgroup reserves the right to conduct periodic audits and/or request information for compliance verification.

You must also:

- Inform Fedgroup immediately if you are subject to any regulatory investigation, enforcement action, or complaints related to Fedgroup products.
- Retain all records required under FAIS, including advice and disclosure documentation, for a minimum of five years.
- Maintain an internal Conflict of Interest Policy as required by Board Notice 58 of 2010.
- Not use Fedgroup's branding or marketing materials without prior written approval.
- Obtain Fedgroup's approval before issuing public communications or press releases involving Fedgroup.
- Notify Fedgroup immediately and in writing upon becoming aware of any actual or suspected data breach, security compromise, or unauthorised access to personal information related to Fedgroup clients, systems, or services, in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA), including any obligation to report such incidents to the Information Regulator.

2. REMUNERATION

Commission will be paid to you as detailed in these terms and conditions:

- Any dispute regarding entitlement to commission will be decided by Fedgroup, whose decision will be final.
- Commission is only payable while you are actively rendering authorised financial services.
- If your FSP licence is suspended, withdrawn, or lapses, no commission will be paid from the date of such event, and any amount paid thereafter must be repaid.
- Fedgroup may retain or claw back a portion of commission where permitted by law. A certificate issued by Fedgroup shall be prima facie proof of such obligation.
- Commission may not be ceded or assigned without Fedgroup's prior written consent.

3. COMMENCEMENT AND TERMINATION

The relationship begins once you are loaded on Fedgroup's system and issued a welcome pack. Either party may terminate this relationship by providing 20 days' written notice.

Fedgroup reserves the right to immediately terminate or suspend the relationship if:

- There is any fraud or misconduct.
- You are liquidated, placed under curatorship, sequestrated, or commence business rescue.
- There is a judgment for attachment or unpaid debt not resolved within seven days.
- No services have been rendered for six months or longer.
- Your FSP licence is suspended, withdrawn, or has lapsed.

Upon termination:

- You must return all Fedgroup confidential information.
- You must inform interested parties (as instructed) of the termination within seven business days.
- You must assist with a professional handover to prevent prejudice to clients or Fedgroup.
- You may no longer render any services on behalf of Fedgroup.

4. LEGAL PROCEEDINGS

Should legal proceedings be necessary:

- You consent to the jurisdiction of the Magistrate's Court where Fedgroup is domiciled, even if the claim exceeds the court's jurisdiction.
- The breaching party shall bear legal costs.
- Fedgroup's domicilium is 89 Bute Lane, Sandton, 2196. Yours is the address listed on your application.

5. WARRANTIES AND UNDERTAKINGS

You may not:

- Make promises, guarantees or representations not authorised in writing by Fedgroup.
- Bind Fedgroup in any way, incur liabilities or debts, or waive rights on its behalf.
- Engage in unethical or unprofessional conduct that may harm Fedgroup.

Both parties undertake to:

- Protect each other's confidential and proprietary information.
- Keep communications, negotiations, and documentation confidential.
- Only use confidential information for the intended purpose and return or destroy it on termination.

Fedgroup may disclose administrative or financial information to its associates, provided they treat such data confidentially and comply with POPIA.

6. CONFIDENTIALITY AND NON-DISCLOSURE

You agree to:

- Use Fedgroup's confidential information only as needed to perform services.
- Not duplicate or disclose any confidential information unless required by law.
- Return or destroy confidential information when no longer needed or upon termination.

These obligations do not apply to information that:

- Is or becomes public (without your fault).
- Was lawfully known to you before disclosure.
- Must be disclosed under applicable law.

No public statements or media releases may be made about your relationship with Fedgroup without written consent.

7. LIMITATION OF LIABILITY

Except in cases of gross negligence or fraud by Fedgroup:

- Fedgroup is not liable for any loss (direct, indirect, or consequential) suffered by you or third parties.
- You indemnify Fedgroup against any claims arising from your breach of these terms or any legal obligations.
- This includes legal costs, client complaints, or penalties imposed by regulators.

8. USE OF REPRESENTATIVES AND SUBCONTRACTORS

If you use any representatives or third parties to assist with Fedgroup products:

- You are fully responsible for their conduct.
- They must meet the same standards and obligations as you.
- You remain liable for any misconduct or breach of these terms and conditions.

9. COMPLIANCE ACCESS AND AUDITS

You agree that:

- Fedgroup or its appointed auditors or compliance officers may access your premises, records, systems and personnel on reasonable notice.
- This access is for compliance, risk management, or quality assurance purposes.

10. GENERAL PROVISIONS

- Each party must appoint a contact person. Fedgroup's contact is vip@fedgroup.co.za, 011 305 2376.
- No relaxation or indulgence by Fedgroup is a waiver of rights.
- These terms and conditions are governed by South African law.
- If any clause is found to be unenforceable, the rest remain in effect.

Still have questions? We believe in transparent relationships. If anything is unclear, feel free to reach out to your contact person or email vip@fedgroup.co.za.