

**IN THE ENFORCEMENT COMMITTEE ESTABLISHED IN TERMS OF
SECTION 10(3), READ WITH SECTION 10A OF THE FINANCIAL
SERVICES BOARD ACT, 97 OF 1990**

CASE NO: **03/2013**

In the matter of:

**THE REGISTRAR OF FINANCIAL
SERVICES PROVIDERS**

Applicant

and

EQ.FIN (PTY) LIMITED

Respondent

ORDER

WITH DUE CONSIDERATION to the settlement agreement (attached marked annexure "A") in terms of section 6B(7)(a) of the Financial Institutions (Protection of Funds) Act, No 28 of 2001, I hereby determine that the Respondent contravened section 3(b) of the Financial Advisory and Intermediary Services Regulations, 2003, and impose a penalty of R150 000. The remaining terms and conditions of the settlement agreement are incorporated and made an order of the Enforcement Committee.

I make no order regarding costs.

Signed at **PRETORIA** on the ...19... day of **MARCH** 2013.


.....
C F Eloff

Chairperson of the Enforcement Committee

**IN THE ENFORCEMENT COMMITTEE ESTABLISHED IN TERMS
OF SECTION 10(3), READ WITH 10A OF THE FINANCIAL
SERVICES BOARD ACT, 97 OF 1990**

CASE NO: **03/2013**

In the matter of:

**THE REGISTRAR OF FINANCIAL SERVICES
PROVIDERS**

Applicant

and

EQ.FIN (PTY) LIMITED

Respondent

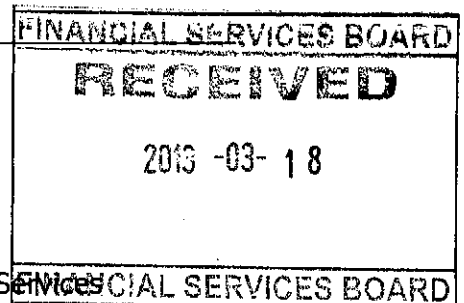
**SETTLEMENT AGREEMENT IN TERMS OF SECTION 6B(7)(a)
OF THE FINANCIAL INSTITUTIONS (PROTECTION OF
FUNDS) ACT, 28 OF 2001**

1. The parties to the agreement

1.1. The Applicant is the Registrar of Financial Services Providers ("the Registrar") herein represented by German Emmanuel in his capacity as the Deputy Registrar of Financial Services Providers.

1.2. The Respondent is EQ.FIN (Pty) Limited, a company duly incorporated in accordance with the laws of the Republic of South Africa, bearing registration number 2001/020914/07.

1.3. The Respondent is represented by Mr M Venske, in his capacity as the Business Principal of the Respondent, who



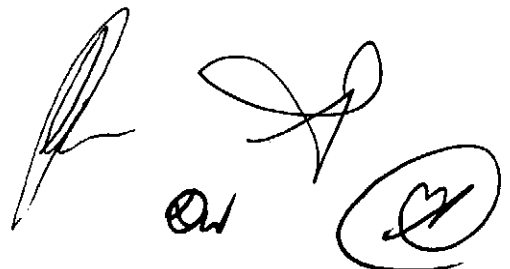
warrants that he is authorised by the Respondent to conclude this agreement.

2. The contravention: Regulation 3(b) of the Financial Advisory and Intermediaries Services Regulations, 2003

- 2.1. The Respondent, for the period 1 February 2012 to 30 September 2012, published advertisements and communications through its agent and through its website that implied that it was an authorised financial services provider as defined in the Financial Advisory and Intermediaries Services Act, No 37 of 2002 (FAIS Act).
- 2.2. Although the Respondent is an affiliate of Liberty Life, it was not the authorised financial services provider or the representative of an authorised financial services provider.
- 2.3. As such, the Respondent contravened regulation 3(b) of the Financial Advisory and Intermediaries Services Regulations, 2003, that reads as follows:

"3(b) who is not an authorised financial services provider or a representative of such a provider, may in any manner or by any means -

- (i) Publish any advertisement, communication or announcement directed to clients; or*
- (ii) Use any name, title or designation, which implies that such person is an authorised financial services provider or a representative of such a provider."*

The image shows four handwritten marks in black ink. On the left is a large, stylized signature. To its right are the initials 'DL'. Further right is another large, stylized signature. On the far right is a circular stamp containing the number '27'.

3. The mitigating circumstances

3.1. It is recorded that:

3.1.1. The Respondent accepted full responsibility for the contravention, fully co-operated with the Registrar's investigation and the enforcement action;

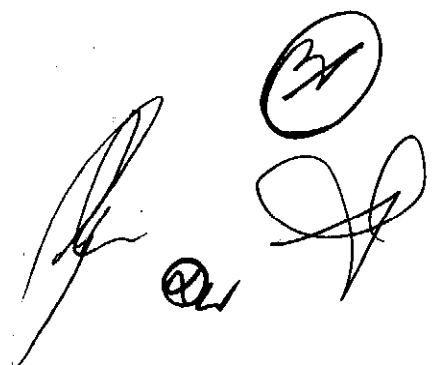
3.1.2. The Respondent has reworded its website, facebook and twitter sites;

3.1.3. The respondent has also redone the e-mail signatures, letterheads and business cards; and

3.1.4. The respondent acted without any delay in rectifying the breach.

4. The agreed penalty

4.1. In the light of the above, and in terms of section 6B(7)(a) of the FI Act, the parties have agreed that the Respondent will pay a penalty of R150 000 in settlement of the matter.

Handwritten signatures and initials in black ink. On the left is a large, stylized signature. To its right are the initials 'ew'. Further right is a circular stamp containing the initials 'BR'. To the right of the stamp is another large, stylized signature.

4.2. It is further agreed that the case be referred to the Honourable Enforcement Committee, and the Honourable Enforcement Committee is requested to make this settlement agreement an order as contemplated in section 6B(7)(a) of the Financial Institutions (Protection of Funds) Act, No 28 of 2001 ("the FI Act").

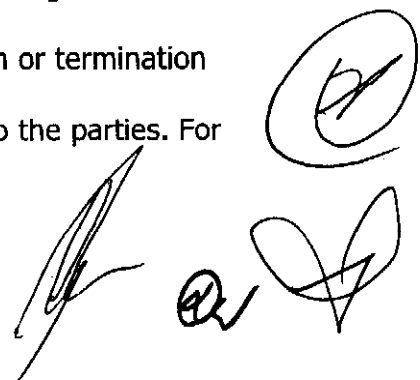
5. Other conditions

5.1. This agreement is subject to approval by the Enforcement Committee and the parties specifically record that they are aware of the possibility that the Enforcement Committee may not accept the terms of this agreement. If the Enforcement Committee declines to make this agreement an order, then in such event this agreement will be null and void.

5.2. If the Respondent does not comply with the terms of this agreement and it is necessary for the Financial Services Board ("FSB") to proceed with legal proceedings, the Respondent herewith consents to pay all legal costs to the FSB on the Attorney and Client scale in terms of the High Court Rules inclusive of collection commission and Value Added Tax.

The bottom of the page contains three handwritten signatures or initials. On the left is a large, stylized signature. In the center is a smaller signature with a circular mark below it. On the right is another large, stylized signature with a circular mark above it.

- 5.3. No leniency or postponement given by the FSB to the Respondent or any amendment to the terms and conditions of this agreement will be binding unless such postponement, leniency or amendment is reduced to writing and signed by the parties. Any leniency or postponement granted by the Registrar or any amendment to this Agreement shall not be a novation of the cause of action in terms whereof the Respondent was found to have contravened the Act.
- 5.4. Any receipt of a payment by the FSB after the due date shall be without prejudice to any of the rights of the FSB.
- 5.5. This agreement constitutes the whole agreement between the parties in respect of the offer to pay a penalty, and payment of such penalty shall be in full and final settlement.
- 5.6. The parties choose as their *domicilium citandi et executandi* their respective addresses set out below for all purposes arising out of or in connection with this agreement at which addresses all the processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties. For

The image shows three handwritten signatures or initials in black ink. One is a large, stylized signature on the left. To its right are two smaller, more compact signatures or initials, one above the other.

the purpose of this agreement the parties' respective addresses shall be:

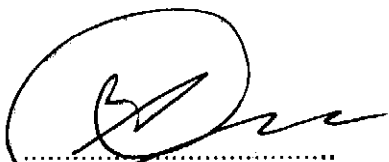
The Applicant
Financial Services Board
Block B, Riverwalk Office Park
41 Matroosberg Road
Ashlea Gardens ext 6
Pretoria
0081

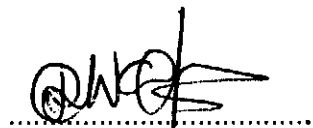
The Respondent:
69 Linksfield Road
Edenvale
1610

or

mark.venske@liblink.co.za


Signed at PRETORIA on 19 March 2013 on behalf of the Registrar.


.....
G E Anderson


.....
Witness

Signed at J. Andrews on 13/4 March 2013 on behalf of the Respondent.


.....
M Venske


.....
Witness