



S02422027

Annexure A

TERMS OF APPOINTMENT OF AUTHORISING LICENSEE

Background

The Australian Securities and Investments Commission (**ASIC**) accepted an enforceable undertaking from Mr Jason Churchill and Churchill Consulting Services Pty Limited on 2015.

In accordance with that enforceable undertaking, Mr Churchill undertook to obtain the agreement of his authorising licensee to review all proposed financial product advice prepared by Mr Churchill and Churchill Consulting Services before the advice is provided to retail clients for a period of 12 months.

By the execution of these terms of appointment by the authorising licensee, the authorising licensee:

- (a) acknowledges the terms of the enforceable undertaking; and
- (b) accepts the appointment as authorising licensee; and
- (c) agrees to comply with the obligations of the authorising licensee as set out in these terms of appointment; and

Obligations of the authorising licensee

1. Duration of Reviews

- 1.1 The authorising licensee must review (each a **Review**) all proposed financial product advice prepared by Mr Churchill or Churchill Consulting Services before it is provided to retail clients for a period of 12 months from the date of commencement of these terms of appointment (or such other shorter period as may be consented to in writing by ASIC).

2. Process for Review

- 2.1 For the purpose of each Review the authorising licensee must review all proposed financial product advice and consider and identify whether, for each piece of proposed advice;
 - 2.1.1 the proposed advice complies with the best interests obligation set out in Division 2 of Part 7.7A of the Act;
 - 2.1.2 the proposed advice complies with section 947D of the Act (if applicable); and

2.1.3 the internal policies and procedures of the authorising licensee have been complied with by Mr Churchill and/or Churchill Consulting Services in preparing the proposed advice.

3. Content and provision of authorising licensee's compliance statements

3.1 The authorising licensee must provide Mr Churchill and ASIC with a statement (**compliance statement**) which contains:

3.1.1 confirmation that the Review has been satisfactorily completed;

3.1.2 their reasoned opinion, with examples so far as necessary, as to whether on the basis of the material reviewed Mr Churchill and Churchill Consulting Services have demonstrated compliance with the requirements set out at paragraph 2.1;

3.2 The authorising licensee must provide each authorising licensee's compliance statement to ASIC and Mr Churchill within 14 days after the end of each month (or such other period as may be consented to in writing by ASIC).

4. Additional content of authorising licensee's compliance statement

4.1 The authorising licensee's compliance statement must also:

4.1.1 set out any limitations, caveats or qualifications applicable to it; and

4.1.2 list those documents or extracts of documents most relevant, in the opinion of the authorising licensee, in producing the compliance statement.

5. Further Review

In the event that Mr Churchill provides a Remedial Action Plan to ASIC and the authorising licensee as provided for by paragraph 26.1 of the enforceable undertaking then the authorising licensee must:

5.1 within 14 days of receiving a relevant Remedial Action Plan (or such other longer period as may be consented to in writing by ASIC) provide a further authorising licensee's compliance statement (**further authorising licensee's compliance statement**) to Mr Churchill and ASIC which contains their reasoned opinion as to whether the non-compliance identified in the relevant authorising licensee's compliance statement has been addressed.

6. Costs

The authorising licensee acknowledges that Mr Churchill and/or Churchill Consulting Services are responsible for the payment and discharge of any and all costs that may be incurred by the authorising licensee in relation to the Reviews and the preparation of any authorising licensee's compliance statement or further authorising licensee's compliance statement except where Mr Churchill and/or Churchill Consulting

Services obtain an undertaking from the authorising licensee to pay all reasonable and direct costs of compliance with the enforceable undertaking.

7. Termination

In the event that the authorising licensee, in their absolute discretion, decides to discontinue performing the role of authorising licensee then the authorising licensee must provide 28 days' notice in writing to ASIC and Mr Churchill before that discontinuation takes effect.

8. Notices

The address for providing ASIC with any notice or document in connection with these terms of appointment is:

Senior Manager,
Financial Advisers,
GPO Box 9827
PERTH WA 6001

The address for providing Mr Churchill or Churchill Consulting Services with any notice or document is:

CCS Insurance Solutions
c/- Mr Jason Churchill
PO Box 2185
Southport BC, QLD 4215

9. Interpretation

- 9.1 Unless a contrary intention appears, expressions used in these terms of appointment have the same meaning as in the enforceable undertaking to which these terms of appointment relate.
- 9.2 **date of commencement**, in relation to these terms of appointment, means the latest date these terms of appointment are signed by a party.

Name of Authorising Licensee

Signature

Date

Jason Churchill

Signature

Date

Churchill Consulting Services Pty Ltd ACN 105 819 341

Signature

Date