

# health CARD

## INTERMEDIARY AGREEMENT 2010

between

### HealthCard

(A division of Dial Contact Centre (Pty) Ltd).

and

\_\_\_\_\_

Reg. No: \_\_\_\_\_

*For office use only*

Intermediary Code: Broker Consultant name: Date: Date processed by Head Office: Head Office Official:
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All Witnesses and Signatories of contract to initial this page:

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Brokerage Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Website: \_\_\_\_\_

Broker Name: \_\_\_\_\_

FSB/BR Number: \_\_\_\_\_

**Banking Details:**

Name of Institution: \_\_\_\_\_

Branch: \_\_\_\_\_

Account No.: \_\_\_\_\_

Branch/Clearing Code No.: \_\_\_\_\_

Account Type: \_\_\_\_\_

**Brokerage Details:**

Contact Person: \_\_\_\_\_

Admin person: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Cell No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All Witnesses and Signatories of contract to initial this page:

Identity No. \_\_\_\_\_

Vat Number: \_\_\_\_\_  
(a copy of the VAT registration certificate is required) if applicable.

**Other:**

1. Do you give HealthCARD permission to link your website to their website?  
YES /NO
  
2. Do you give HealthCARD permission to send you/your members regular news letters?  
YES /NO

WHEREAS the Intermediary conducts the business of soliciting and acquiring individual members or groups of members on behalf of HealthCard, through its employees and/or agents; and

WHEREAS the parties wish to record the terms and conditions of such agreement in writing; and

WHEREAS HealthCard hereby appoints the Intermediary to solicit and acquire business as set out in this agreement with HealthCard and the Intermediary accepts the appointment.

IT IS AGREED AS FOLLOWS:

## 1. DEFINITIONS

Unless the context indicates otherwise the following terms and expressions shall have meanings assigned to them hereunder:-

- |     |              |   |
|-----|--------------|---|
| 1.1 | HealthCARD   | shall mean HealthCard (A division of Dial Contact Centre (Pty) Ltd).                    |
| 1.2 | Intermediary | shall mean _____(Co)  |
| 1.3 | Parties      | shall mean the parties to this agreement  |
| 1.4 | The FICA Act | shall mean the Financial Intelligence Centre Act No: 38 of 2001                         |
| 1.5 | Mercantile   | shall mean Mercantile Bank Ltd  |
| 1.6 | The Client   | shall mean the member who has qualified and been accepted by HealthCard for membership. |

## 2. INTERPRETATION

In this agreement:

- 2.1. the singular includes the plural and vice versa;
- 2.2. a reference to any gender shall where applicable include also a reference to the other gender;
- 2.3. paragraph headings have been inserted for convenience only and shall not be taken into account in the interpretation of this agreement.

IT IS RECORDED THAT:

## 3. INTERMEDIARY'S DUTIES

The Intermediary:

- 3.1 undertakes to procure applications for HealthCard membership to the best of its ability, and to deliver such applications or cause such applications to be delivered to HealthCard immediately upon receipt thereof;
- 3.2 is not authorised to issue any cover, notices, or indications in respect of acceptance of the HealthCard membership or interim acceptance of the HealthCard membership or otherwise;
- 3.3 is not authorised to bind HealthCard in any manner whatsoever, save with written authority from HealthCard;
- 3.4 shall undertake to comply strictly with all instructions from HealthCard in the course of the intermediary's business and HealthCard shall not be liable for any act by the intermediary in excess of the intermediary's authority;
- 3.5 shall ensure that its employees and/or agents are adequately trained in order to make sure that an adequate level of professional service is maintained;
- 3.6 shall ensure that all application forms for HealthCard membership are completed properly and in full, and signed in the presence of the necessary witnesses. This includes the Mercantile Terms & Condition of use. The intermediary shall further ensure that all necessary FICA required information is obtained and submitted with the application form.

#### **4. CONDITIONS APPLICABLE TO MEMBERS**

The following conditions shall apply to all clients recruited by the Intermediary in accordance with the terms of this agreement:-

- 4.2 HealthCard reserves the right to refuse membership to any individual or group, or to suspend or cancel membership in terms of the Banking and FICA Acts.

#### **5. PERIOD OF AGREEMENT**

- 5.1 This agreement shall commence on the date of the last signature hereof and shall continue for a period of 12 (twelve months) subject to termination as hereinafter provided.
- 5.2 The agreement will automatically extent indefinitely thereafter unless terminated as per clause 9.

#### **6. FEES**

- 6.1 HealthCard shall pay the fee, as set out in this agreement, or as may be agreed to by the Directors of HealthCard from time to time, to the Intermediary. The fee:
- 6.2 The maximum amount for introducing a member to HealthCard shall not exceed R100, paid as a once off fee after the first successful debit transaction for individual members;
- 6.3 The aforementioned fees shall be paid one calendar month after the first successful debit transaction has been made;

7. No fee shall be paid to the Intermediary prior to:

7.1 acceptance of the completed application;

7.2 the issuing of the HealthCard;

7.3 activation of the HealthCard pin number.

## 8. **ADVERTISING AND MARKETING**

8.1 No circular, advertisement, brochure, pamphlet, application or publication purporting to have been issued on behalf of HealthCard shall be used in any manner without the prior written consent of HealthCard.

8.2 All documents, stationary, publicity material supplied to the intermediary shall at all times remain the property of HealthCard.

## 9. **TERMINATION OF AGREEMENT**

9.1 HealthCard and the Intermediary shall each be entitled to cancel this Agreement on 1 (one) calendar months' notice in writing to the other.

9.2 Either party shall be entitled to cancel this Agreement summarily and without further notice if one of the Parties is:-

9.2.1 in breach of its obligations in terms hereof and fails to remedy such breach within 14 (fourteen) days after receipt of written notice requiring such breach to be remedied;

9.2.2 provisionally or finally wound-up as insolvent;

9.2.3 placed under provisional or final judicial management.

9.3 Should the Intermediary be a sole proprietor or a close corporation or company with one member or director, this agreement shall automatically terminate on the death of the sole proprietor, member or director. Upon termination hereof:-

9.3.1 the Intermediary shall be entitled to payment of remuneration accrued to it in respect of new business placed with HealthCard up to the termination date;

9.3.2 The Intermediary shall return all stationery, records and other property of HealthCard within 1 (one) week of the termination date of this agreement.

## 10. **CESSION AND DELEGATION**

10.1 Neither party shall be entitled to cede or delegate its rights and obligations in terms of this agreement. Any change in the control of the Intermediary shall constitute a contravention of this clause unless otherwise agreed in writing by HealthCard.

10.2 The Intermediary accepts that the provisions of this agreement shall not constitute it as agent or the legal representative of HealthCard. Should HealthCard become bound or liable to any person, business, company or close corporation as a result of any unauthorised HealthCard representation, statement, act or omission on its part, the Intermediary will in turn be liable to HealthCard therefore and the Intermediary hereby indemnifies HealthCard against all ensuing consequences, including any loss or damage that may be suffered by any one or more of them arising there from.

## **11. WHOLE AGREEMENT**

11.1 This agreement constitutes the entire agreement between the parties and no warranties, representations whether express or implied not contained herein shall be binding on the parties or any of them. No agreement at variance with the terms and conditions of this Agreement shall be binding on the parties unless reduced to a written document signed by or on behalf of all the parties.

## **12. GENERAL STIPULATIONS**

12.1 No applications will be registered if the application form for a HealthCard is incomplete. Such applications will be placed on hold pending the receipt of required information for the issue of a HealthCard.

12.2 Registration of groups will only take place provided the following requirements and conditions are met:-

12.2.1 the employers contract must be supplied with completed details and any special arrangement(s) for the group in writing

12.2.2 Special arrangements for groups can be made for on month arrear billing if and when the same arrangement have been made for the collection of scheme premiums

12.2.3 the application is accompanied by an application to accommodate the individuals of the group as per FICA regulations.

12.3 If the Intermediary:

12.3.1 is a partnership and a change in partnership has occurred or is being contemplated;

12.3.2 is a company or close corporation and a change in the directorship, shareholding or membership has occurred or is being contemplated, the Intermediary shall immediately notify HealthCard thereof. HealthCard shall then be entitled to terminate this agreement with immediate effect if not satisfied with any change.

## **13. NON-WAIVER**

13.1 No relaxation or indulgence on the part of a Party to this Agreement in exercising any right conferred upon such party shall constitute a waiver or negation of any such right, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this Agreement.

**14. DOMICILIA CITANDI ET EXECUTANDI**

14.1 The parties hereby choose as their respective domicilia citandi et executandi the following addresses at which address they also agree to accept all notices which may be required to be given pursuant to this Agreement.

HealthCard: Boskruin Office Park  
President Fouche Avenue  
Boskruin  
2154

Intermediary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.2 The parties shall be entitled to change their respective domicilia citandi et executandi to an alternative address not being a post office box or poste restante within the Republic of South Africa on giving to the other party to this Agreement 7 (seven) day's notice to that effect.

14.3 Any notice to be given by a party to the other pursuant to any of the provisions under this Agreement shall either be sent by pre-paid registered post or delivered by hand and shall for all purposes in connection with this Agreement be deemed to have been received:-

if posted by pre-paid registered post, 10 days from date of posting;

if delivered by hand, on date of delivery.

THUS DONE AND SIGNED at \_\_\_\_\_ on this the  
\_\_\_\_\_ day of \_\_\_\_\_ 2010

AS WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_

All Witnesses and Signatories of contract to initial this page:

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for and behalf of the **Intermediary** (who warrants his authority to execute this contract).

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***For office use only:***

THUS DONE AND SIGNED at \_\_\_\_\_ on this the  
\_\_\_\_\_ day of \_\_\_\_\_ 2010

AS WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
for and behalf of:  
HealthCard (who warrants his authority to execute this contract).