

health CARD



**INTERMEDIARY AGREEMENT
2008**

between

**Voila! Loyalty Programmes Pty Ltd
t/a Voila!**

Reg. No: 1996/014991/07

and

Reg. No: _____

For office use only

Intermediary Code:
Broker Consultant name:
Date:
Date processed by Head Office:
Head Office Official:

All Witnesses and Signatories of contract to initial this page:

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Voila! Loyalty Programmes Intermediary Contract rev 04/2007

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: -----

Identity No. -----

VAT Number: -----

(A copy of the VAT registration certificate is required) if applicable.

Other:

1. Do you give Voila! permission to send you/your members regular newsletters?
YES /NO

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

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

WHEREAS Voila! Loyalty Programmes hereby appoints the Intermediary to solicit and acquire business as set out in this agreement with Voila! Loyalty Programmes 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 **Voila!** shall mean VOILA! Loyalty Programmes including HealthCard
- 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 Voila! Loyalty Programmes 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 undertake to procure applications for Voila! membership to the best of its ability, and to deliver such applications or cause such applications to be delivered to Voila! immediately upon receipt thereof;
- 3.2. is not authorised to issue any cover, notices, or indications in respect of acceptance of the Voila! membership or interim acceptance of the Voila! membership or otherwise;
- 3.3. is not authorised to bind Voila! in any manner whatsoever, save with written authority from Voila!;
- 3.4. shall undertake to comply strictly with all instructions from Voila! in the course of the intermediary's business with Voila! and Voila! 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 and assessed in order to make sure that an adequate level of professional service and product knowledge is maintained at all times;
- 3.6. shall ensure that all application forms for Voila! 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 (see annexure A) 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:-

- 4.1. Voila! 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 extend indefinitely thereafter unless terminated as per clause 10.

6. FEES

- 6.1 Voila! shall pay the fee, as set out in this agreement, or as may be agreed to by the Directors of Voila! from time to time, to the Intermediary. The fee:
- a. The maximum amount for introducing a member to Voila! shall not exceed R500, paid in two equal payments: R250 after the first successful premium has been raised from the member and R250 after 3 months' uninterrupted membership (subject to claw backs).
 - b. shall be paid no later than the 7th of the month. 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 application;
 - 7.2 the issuing of the HealthCard;
 - 7.3 activation of the HealthCard pin number;
 - 7.4 the first successful VOILA! premium has been raised from the member.

8. CLAWBACKS

- 8.1 HealthCard claw backs will be implemented in the event of dormant cards with a negative balance or non payment during a 3 month period. R50 commission will be clawed back. In the event of the intermediary not having sufficient funds for a claw back, the monies will be taken from the recurring commissions.
- 8.2 Voila! claw backs will be implemented (pro-rated) in the event of cancellations or non payment during a 12 month period. In the event of the intermediary not having sufficient funds, the monies will be taken from the recurring commissions.

9. ADVERTISING AND MARKETING

- 9.1. No circular, advertisement, brochure, pamphlet, application or publication purporting to have been issued on behalf of Voila! shall be used in any manner without the prior written consent of Voila!.
- 9.2. All documents, stationary and publicity material supplied to the intermediary shall at all times remain the property of Voila!!

10. TERMINATION OF AGREEMENT

- 10.1. Voila! and the Intermediary shall each be entitled to cancel this Agreement on 1 (one) calendar month's notice in writing to the other.
- 10.2. Either party shall be entitled to cancel this Agreement summarily and without further notice if one of the Parties is:-
- 10.2.1 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;
 - 10.2.2 provisionally or finally wound-up as insolvent;
 - 10.2.3 placed under provisional or final judicial management;
- 10.3. 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:-
- 10.3.1 the Intermediary shall be entitled to payment of remuneration accrued to it in respect of new business placed with Voila! Loyalty Programmes up to the termination date;
 - 10.3.2 the Intermediary shall return all stationery, records and other property of Voila!! within 1 (one) week of the termination date of this agreement.

11. CESSION AND DELEGATION

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

12. WHOLE AGREEMENT

- 12.1. 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.

13. GENERAL STIPULATIONS

- 13.1. No applications will be registered if the application form for a Voila! Loyalty Programmes is incomplete. Such applications will be placed on hold pending the receipt of required information for the issue of a Voila! Loyalty Programmes.
- 13.2 Registration of groups will only take place provided the following requirements and conditions are met:-
- 13.2.1 The employer's contract must be supplied with completed details and any special arrangement(s) for the group in writing;
- 13.2.2 Special arrangements for groups can be made for one month arrear billing if and when the same arrangement have been made for the collection of scheme premiums;
- 13.2.3 In the case the application is accompanied by an application to accommodate the individuals of the group as per FICA regulations.
- 13.3 If the Intermediary:-
- 13.3.1 is a partnership and a change in partnership has occurred or is being contemplated;
- 13.3.2 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 Voila! thereof. Voila! shall then be entitled to terminate this agreement with immediate effect if not satisfied with any change.

14. NON-WAIVER

- 14.1. 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.

15. DOMICILIA CITANDI ET EXECUTANDI

- 15.1. 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.

Voila! : Resolution Park
President Fouche Avenue
Boskruin, 2154

Intermediary: _____

15.2. 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;

15.3. 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;

15.4. if posted by prepaid registered post, 10 days from date of posting;

15.5. if delivered by hand, on date of delivery.

Thus done and signed at _____ on this the ___ day of _____ 2007

AS WITNESSES:

1. _____

2. _____

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

For office use only:

Thus done and signed at _____ on this the ___ day of _____ 2007

AS WITNESSES:

1. _____

2. _____

for and behalf of:
Voila! (who warrants his authority to execute this contract).