

Standard Terms and Conditions of Business

1. Introduction

The purpose of this document is to establish a professional business relationship between the parties and to demonstrate our intention, as an intermediary, to align ourselves with the main objectives of legislation that regulates financial advisory and intermediary services. The financial Advisory and Intermediary Services Act, No 37 of 2002 (FAIS) became effective on 30 September 2004. The purpose of the Act and its subordinate measures is to protect consumers and to enhance the integrity of the financial services industry.

You are obligated to disclose to us and your Insurers, any material circumstances which may in any way affect the risk and, in turn, the decision of the Insurer to insure the risk e.g. It is imperative that the changes in your premises, acquisition of new buildings, plant and equipment as well as any other new development or alteration in your business operation, should be notified to us at the earliest possible moment so that we can advise you of any additional cover you may require.

If in any doubt concerning any circumstance, please consult us immediately.

2. Our Service Model and Commitment to You

2.1 Conduct

We represent you, the client, and we will at all times act in accordance with the South African Financial Services Intermediaries Association (SAFSIA) Code of Conduct and Practice as well as our obligations in terms of the FAIS Act, which means that we will: -

2.1.1 act with that degree of reasonable and proper care, skill and diligence as the circumstances of

each case require of us.

2.1.2 conduct our business in good faith and with integrity; and

2.1.3 act objectively when we consider the choice of insurers.

2.2 Disclosure of information concerning the intermediary, the insurer and other matters of importance

We hereby undertake to disclose all relevant and material information appropriate to your insurance requirements, which is aimed at enabling you to make well-informed decisions during the course of our professional relationship with you.

2.3 Advice

2.3.1 We undertake to provide you with appropriate short-term insurance related advice based on the information and instructions provided to us by you.

2.3.2 You acknowledge that we cannot be held responsible for:

- a) Any loss that may be incurred by you or any other third party as a result of inaccurate information provided to us that is relevant to your circumstances, insurance needs and objectives;
- b) Financial loss as a result of any recommendation, guidance or proposal that is not acted upon or implemented by you;
- c) Any recommendation, guidance or proposal that is implemented partially or in a whole, though any other intermediary or insurer in the absence of a signed advice record, confirming the relevant and material content of the advice that was offered.

Directors: AJ Landman, M Sochen.

Versaflex Insurance Brokers (Pty) Ltd Registration No: 2006/010521/07

The White House W8, 40 Kerk Street, Kempton Park, 1619 PO Box 2770, Glen Balad, Aston Manor, 1630

FSB Reg no: 36995 VAT Reg no: 4670251760 Tel no: 011 394 9060

2.4 Services

Our intermediary services include:

- recommendations, guidance and proposals relating to short-term insurance needs and objectives;
- investigating the various product options that would meet your insurance needs;
- Leading you through a process to enable you to make well-informed insurance decisions;
- the placement of insurance with the selected insurer;
- confirmation of insurance cover;
- assistance with amendments relating to the insurance cover;
- annual renewal of insurance cover and insurance contracts; and
- advice and services relating to insurance claims

For this the brokerage earns a Commission percentage (included in your premium) as set out below:

- Motor Related Business @ 12.5%
- Non-Motor Related Business @ 20%

We also provide the following value-added services, for which a Broker fee is charged in return and reflects in Rand-amount on each and every policy schedule of the Insured:

- Ongoing site visits - Crucial part of compiling a comprehensive needs analysis and enabling the Accounts Executive(s) to furnish the correct advice in accordance to clients' initial needs, and as they change over a period of time.
- Specialized product proposals, integration and management.
- Risk management & Loss control including; accompanying clients and consulting with various Services Providers / Valuators / Driver Training Programmes / etc. as well as post-survey negotiations and proposals of (cost effective) alternatives with various Insurers and Underwriting Managers.
- Managing of uninsured losses and self-funding solutions.
- Claim formulation and preparation including appointment of assessors, repairers and / or suppliers to minimise downtime.
- Claim negotiation and disputes with various Insurers and Underwriting Managers.
- Providing infrastructure for effective servicing.

2.5 Records of advice

In terms of the FAIS Act, financial services providers are required to maintain a detailed record of advice. In view of this statutory requirement we will confirm all instructions and advice in writing. Any instruction will form the basis of a record of mutual understanding between both parties and is intended to compliment our corporate governance procedures and legislative requirements. In view of the aforementioned, it must be noted that these records are vital for both parties and it is therefore understood that your instruction(s) shall be confirmed in writing and acknowledged by both parties.

2.6 Confidentiality

Other than as set out in this paragraph all information we receive from you will be kept confidential and not disclosed except in the normal course of business. The information may be disclosed if it is required by regulation or an order of court of competent jurisdiction, or is already in the public domain, or has been received from a third party who is not in breach of a confidentiality agreement in releasing the information to us.

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However, we shall be entitled to use your personal information for all purposes relating to or arising of the services to be provided by us to you from time to time.

3. Your Responsibilities

3.1 Authorised representative

You warrant to us that the Director or Officer or Partner or other employee that will represent you in your dealings with us is duly authorised to do so. We will confirm all instructions in writing by letter, e-mail or facsimile to your authorised representative. Written instructions may also be recorded in the minutes following any meetings with yourselves.

3.2 Duty of Disclosure to Insurers and Duty of good faith

An insurance contract imposes onerous duties upon prospective insured parties and their service providers, who are obliged to act with utmost good faith towards insurers at all times.

The duties of utmost good faith and full disclosure apply again on renewal, extension, or amendment of any policy, and the making of claims.

3.3 Completion of Proposal and Other Forms

In completing a proposal, claim form or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is your sole responsibility.

4. Payment of Premium and Fees

You are responsible for the payment of the premium and failure to do so on or before the date contractually required could void your policy/policies.

5. Claims

Claims, losses or any circumstances or events which could give rise to claim should be notified to us as soon as possible and certainly within any time limit specified in the policy (normally 30 Days). Any notification should include all material facts concerning the claim. Where circumstances so require we will advise you how to proceed with the quantification and settlement of your claim. We will keep you apprised of the progress of your claim and of any special circumstances relating thereto.

If in doubt concerning any incident, please consult us immediately.

We will provide this service as long as we are your appointed service provider.

Company Name:

Company Representative Signature

Versaflex Representative: Signature

Date: