

INTERMEDIARY AGREEMENT
between
Agility Insurance Administrators
Reg. No. 2005/027365/07
and

Reg. No.

A. DETAILS OF INTERMEDIARY

(Note: Please complete all sections in **BLACK** ink)

Name	
Branch	
Website	

B. BANKING DETAILS

Name of account holder		Title	
Name of bank		Branch code	
Account type	<input type="checkbox"/> Cheque <input type="checkbox"/> Transmission <input type="checkbox"/> Savings	Branch	
Account number			

C. BROKER DETAILS

Principal broker			Title	
Contact person			Title	
Physical address		Postal address		
	Code		Code	
Telephone no.		Fax no.		
Cell no.		ID / Passport number		
E-mail				
Vat no.				
Financial Services Board licence number				
Accreditation number of company				
Accreditation number of principal broker				

Other:

1. Do you give the current administrator permission to link your website to their website? YES ☐ NO ☐
2. Do you give the current administrator permission to send you regular newsletters? YES ☐ NO ☐

WHEREAS:

- The intermediary conducts the business of soliciting and acquiring individual members or groups of members on behalf of short term insurers, through its employees and / or agents
- The intermediary and AIA have agreed that the intermediary will solicit and acquire individual members or groups of members for the insurer, and at all times assist AIA; and
- The parties wish to record the terms and conditions of such agreement in writing
- AIA hereby appoints the intermediary to solicit and acquire business as set out in the FAIS and FICA laws 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 **AIA** shall mean Agility Insurance Administrators
- 1.2 **Intermediary** shall mean _____
- 1.3 **Parties** shall mean the parties to this agreement
- 1.4 **The Act** shall mean the Short Term Insurance Act No. 53 of 1998.
- 1.6 **The Client** shall mean the member who has qualified and been accepted by AIA 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 AGREED AS FOLLOWS:**3. INTERMEDIARY'S DUTIES**

The intermediary:

- 3.1 Undertakes to procure applications for membership to the best of their ability, and to deliver such applications or cause such applications to be delivered to the insurer immediately upon receipt thereof
- 3.2 Is not authorised to issue any cover, notices, or indications in respect of acceptance of membership or interim acceptance of membership or otherwise
- 3.3 Is not authorised to bind the insurer in any manner whatsoever, save with written authority from the insurer
- 3.4 Shall undertake to comply strictly with all instructions from the insurer in the course of the intermediary's business and the Insurer shall not be liable for any act by the intermediary in excess of the intermediary's authority
- 3.5 Shall ensure that their employees and / or agents are adequately trained to make sure that an adequate level of professional service is maintained
- 3.6 Shall ensure that all application forms for membership are completed properly and in full, and signed in the presence of the necessary witnesses. This includes the medical questionnaire. The intermediary shall further ensure that all necessary medical information is obtained and noted on the application form
- 3.7 Shall be responsible for the maintenance and further development of client accounts in cooperation with the current administrator;
- 3.8 Shall, in consultation with AIA, visit the client on at least a quarterly basis and discuss claims profile, claims experience, financial statistics and member's portions
- 3.9 Shall ensure that all amendments to the rules of the insurer, including subscription increases and changes to the benefits, are timeously passed on to the client on receipt from the current administrator and / or the insurer
- 3.10 Shall assist that the subscriptions are paid by the client / employer group directly to the insurer on the first day of the month in respect of that month
- 3.11 Shall, under no circumstances engage or employ the services of sub-agents for the purposes of soliciting business without the written approval of the insurer

4. DUTIES

AIA undertakes to:

- 4.1 Appoint a consultant to assist, service and train the intermediary on all AIA products and services
- 4.2 Notify the intermediary of any changes to options
- 4.3 Provide brochures and promotional material
- 4.4 Inform the intermediary of any changes to operating procedures
- 4.5 Inform the intermediary of any other changes that may affect the carrying out of the intermediary's obligations
- 4.6 Inform the intermediary if any member / group fails to make payment of any premiums

5. CONDITIONS APPLICABLE TO MEMBERS

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

- 5.1 The insurer is entitled to impose restrictions upon members as stipulated in the Act and Regulations and policy wordings
- 5.2 The insurer reserves the right to refuse membership to any individual or group, or to suspend or cancel membership in terms of the Act and policy wordings

6. PERIOD OF AGREEMENT

- 6.1 This agreement shall commence on the date of the last signature hereof and shall continue for a period of 12 (twelve) months and thereafter on a month to month basis subject to termination as hereinafter provided
- 6.2 This agreement is subject to the intermediary being accredited and registered with the Financial Service Board and supplying all accreditation documents as well as an FSB licence to the insurer

7. FEES

7.1 AIA shall pay the fee, as set out in Regulations 5.3 of the Short Term Insurance Act, No. 53 of 1998, or as may be agreed to by the Department of Health from time to time, to the intermediary. The fee shall be:

7.1.1 Capped at such amount as prescribed by the Act and Regulations

7.1.2 Paid monthly in arrears, on the 25th day after the subscription for the relevant month has been paid

7.2 No fee shall be paid to the intermediary prior to:

7.2.1 Approval of the application

7.2.2 The payment in full of subscriptions by the client

8. COMPLIANCE WITH RULES OF THE INDIVIDUAL INSURER AND THE ACT

All business conducted in terms hereof shall comply with the rules of the insurer and the provisions of the Short Term Insurance Act and the Regulations framed thereunder as amended from time to time, and the intermediary shall ensure that all brokers under them comply to the legislation.

9. ADVERTISING AND MARKETING

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

9.2 All documents, stationery and publicity material supplied to the intermediary shall, at all times, remain the property of the insurer

10. TERMINATION OF AGREEMENT

10.1 AIA and the intermediary shall each be entitled to cancel this agreement on 3 (three) calendar months' written notice 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, close corporation or company with one member or director, this agreement shall automatically terminate on the death of the sole proprietor, member or director

10.4 Upon termination hereof:

10.4.1 The intermediary shall be entitled to payment of remuneration accrued to him in respect of contributions paid to the insurer up to the termination date

10.4.2 Any monies due to AIA by the intermediary may be set off against remuneration due to the intermediary by AIA

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

11. MEETINGS OF THE PARTIES

At least 3 (three) times annually during the period of this agreement at such venues and dates as may be agreed between the Parties from time to time, the duly authorised representatives of the Parties shall meet under the chairmanship of one of the trustees of the insurer or their nominee for the purpose of facilitating the implementation and administration of this agreement and discussing the relationship between the Parties in general.

12. CESSION AND DELEGATION

12.1 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 AIA.

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

12.3 The intermediary agrees to inform all of their current members of the insurer that the insurer shall only be liable for the payment of benefits in respect of those periods for which contributions have been paid, as set out in terms of the policy wording.

13. WHOLE AGREEMENT

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. 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.

14. GENERAL STIPULATIONS

14.1 No applications will be registered if the application form for membership of the insurer is incomplete. Such applications will be placed on hold pending the receipt of the required information for membership.

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

14.2.1 A detailed analysis of the employer is submitted, which includes the history of the medical insurers and claims ratios

14.2.2 The employer's contract must be supplied (where applicable)

14.3 If the intermediary:

- Partnership and a change in partnership has occurred or is being contemplated
 - Company or close corporation and a change in the directorship, shareholding or membership has occurred or is being contemplated
- The intermediary shall immediately notify AIA thereof. AIA shall then be entitled to terminate this agreement with immediate effect if not satisfied with any such change.

15. NON-WAIVER

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 novation 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.

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

Intermediary

[illegible]

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) days' notice to that effect. 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 prepaid registered post: 10 days from date of posting
- If delivered by hand: on date of delivery

Thus done and signed at _____ on this _____ day of _____ / _____ 20____

1.

SIGNATURE

Witness 1 signature

SIGNATURE

Witness 2 signature

3.

SIGNATURE

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

Thus done and signed at _____ on this _____ day of _____ / _____ 20____

1.

SIGNATURE

Witness 1 signature

SIGNATURE

Witness 2 signature

3.

SIGNATURE

for and on behalf of AIA (who warrants his authority to execute this contract).

By checking this box and submitting this page, I consent to **Agility** Holdings, the holding company of **Agility** Channel, and its subsidiaries emailing me regarding **Agility** Holdings products, events, demos, and updates. I understand that I may withdraw my consent at any time. For more information on the privacy practices of **Agility** Holdings, please visit www.agilitygroup.co.za

AGENCY APPLICATION FORM

NB: ALL INFORMATION PROVIDED IN THIS DOCUMENT WILL BE TREATED IN THE STRICTEST CONFIDENCE

A. DETAILS OF THE AGENT (Note: Please complete all sections in **BLACK** ink)

Name of Principal Broker / Key Individual

ID Number (A copy of the Identity Document is required)

Trading Name (If applicable)

TYPE OF BUSINESS (Tick as appropriate)

Limited Liability Company ☐ Please state Registration No.

Partnership ☐ Sole Proprietor ☐ Closed Corporation ☐ Please state CK No.

Other

Date when business was established or incorporated

Date of inception of present Management

Please attach copies of registration documents, namely CM22 & CM29/CK1 & CK2/Trust documents (where applicable)

B. CONTACT DETAILS

Address from which the business is conducted

Postal Address

Email Address

Telephone Number Work Number

Fax Number Mobile Number

C. BANKING DETAILS

Name of Bank

Name of Branch Branch Code

D. ACCREDITATION

Financial Services Board Licence Number (A copy to be attached)

Are you presently registered with any Industry Regulatory Body?

Please state the Membership Number

Please advise the following

I.G.F. Limit

P.I. Limit

E. INFORMATION RELATING TO INCOME TAX STATUS

Financial year-end of Brokerage:

Does any direct or indirect shareholder, member, beneficiary of a trust or relative of the trust beneficiary or CC member render any services to Agility Insurance Administrators on behalf of the brokerage?

YES	NO
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Does the Brokerage derive, or is it likely to derive, more than 80% of its income from services rendered in any financial year to any one Medical Scheme or Insurer thereof?

YES	NO
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Please provide an indication as to the amount and type of business you propose to place with us (gross contribution)

On appointment /	Scheme Business	R																	
	Additional Products	R																	
	TOTAL	R																	
After 12 months	Scheme Business	R																	
	Additional Products	R																	
	TOTAL	R																	

I. TAX STATUS

Please provide details as follows:

Are you Registered for VAT? YES NO

If “Yes”, please provide your VAT Registration Number
(A copy of the VAT registration certificate is required)

J. SHAREHOLDERS

Who are the members or shareholders and what are their percentage holding in the Company?

<div></div>	-	<div></div>	%
<div></div>	-	<div></div>	%
<div></div>	-	<div></div>	%

K. DECLARATION

I, _____ acting in my capacity as the shareholder/member of _____ wish to be appointed as a Agility Insurance Administrators Intermediary, subject to the Scheme's usual terms and conditions.

I further warrant that the information herein is true and correct to the best of my knowledge, and that I will notify Agility Insurance Administrators immediately, should there be any changes to the above information.

I am also aware that Agility Insurance Administrators will rely on the above information for purposes of its income Tax Act, No.58 of 1962.

SIGNATURE

Signature of Applicant

Date

Capacity

By checking this box and submitting this page, I consent to **Agility** Holdings, the holdings company of **Agility** Insurance Administrators and its subsidiaries emailing me regarding **Agility** Holdings products, events, demos, and updates. I understand that I may withdraw my consent at any time. For more information on the privacy practices of **Agility** Holdings, please visit www.agilitygroup.co.za

OFFICE USE ONLY

1. Agreement Letter sent	
2. Agreement signed	
3. Appointment authorised by	
4. Accounts Department advised of VAT Status	
5. Broker Consultant	
6. Agency Code	
7. Agency Type Code	
8. Other information	
<div>Signature</div>	