

SIMPLY PARTNER REFERRAL PROGRAMME

**Deliver more value AND
earn more income**



simply

This SIMPLY PARTNER REFERRAL CONTRACT is concluded by and between
SIMPLY FINANCIAL SERVICES, Registration number 2011/132479/07 ("Simply") and

("The Lead Provider")

Please complete full details in the Information Schedule at the end of this agreement.

1. Participation

- a. You are entering into an agreement with Simply Financial Services ("Simply") to become a Lead Provider in the Simply Referral Program. Simply is a registered Financial Services Provider that markets, distributes and services long-term insurance products.
- b. The Simply Partner Referral Programme is open to:
 1. Companies, close corporations and non-profit organisations registered in South Africa; and
 2. Individuals over the age of 18 years; as long as they are not licensed to sell any long-term insurance products as defined in the Long-term Insurance Act 52 of 1998.
- c. Lead Providers do not need to have a Simply insurance policy underwritten by Old Mutual Alternative Risk Transfer Limited (OMART) to participate in the programme.
- d. Lead Providers will be provided with a link to a unique Referral Page or will have to provide details (e.g., Lead Provider's name) that will be used to identify them as the Lead Provider when customers they have referred buy a Simply Staff Cover insurance policy.
- e. The terms of this agreement also apply to individuals mandated by the Lead Provider to provide referrals on behalf of the Lead Provider. The Lead Provider is responsible for making sure such individuals comply with the terms herein.

2. Providing referrals

- a. You may be eligible to earn a Referral Fee in return for providing Simply with the contact details of persons who may be interested in buying a Simply Staff Cover insurance policy.
- b. You shall provide such contact details by completing a referral form on the Simply Partner Referral Programme landing page (www.simply.co.za/partner-programme) or on a unique Referral Page which may be provided to you.
- c. Before providing us with the contact details of any person please ensure such persons have agreed to allow you to provide their details to us for the purpose of us contacting them about our products and services. You indemnify us against any claims from any person alleging that they did not consent to you sharing their contact details with us.
- d. Where you have shared contact details with us, we will provide your name on request to any person enquiring where we obtained their contact details.
- e. Where Simply receives the contact details for the same person, the Lead Provider that provided the details first in time shall be eligible for the Referral Fee provided the terms and conditions of the Simply Partner Referral Programme are complied with.
- f. You will not receive a Referral Fee for referring yourself.

3. Referral Fee

- a. The Referral Fee, if due, will be payable to you only once ONE premium payment has been collected from the referred customer.
- b. The Referral Fee payable to you will be equal to one of the following, depending on your preference:
 - 1. 7.5% of each premium collected
 - 2. 1 x first collected premium capped at R7.5k AND 5% of each premium collected thereafter
 - 3. 3 x first collected premium capped at R20k
- c. The Referral Fee is not transferable.
- d. Referrers are required to submit an invoice for payment to action the referral fee. Please ensure the invoice is submitted by the 5th of the month for prior months collected sales. Once approved, invoices will be paid by the end of the month.

4. Restrictions

- a. You are not licensed to sell any long-term insurance products as defined in the Long-term Insurance Act 52 of 1998.
- b. You are not permitted to sell, provide advice or render intermediary services as defined under the Financial Advisory and Intermediary Services Act, 2002 (FAIS Act), including but not limited to:
 - 1. Giving any financial recommendation, guidance or proposals on Simply Staff Cover insurance policies;
 - 2. Acting in a way that encourages a person to enter into a Simply Staff Cover insurance policy;
 - 3. Selling Simply Staff Cover insurance policies;
 - 4. Collecting any fees or premiums relating to Simply Staff Cover insurance policies; and
 - 5. Dealing with any claims of a customer.
- c. You may not refer parties who intend to buy a policy with the express intention of cancelling once you have been paid the Referral Fee.

5. Protection of personal information

- a. Simply respects the privacy of individuals and all data collected and processed will be done in accordance with SA data and privacy protection legislation currently in force.
- b. We may use your personal information for the purpose of this Simply Partner Referral Programme, including statistical research purposes and for the payment of fees.
- c. We may disclose your personal information to our employees and any third-party service providers we may utilise to interact with you. We may be required to disclose your personal information if required to comply with applicable law or an order of court. We will never sell your personal information.
- d. Simply may hold your personal information in either electronic or hard copy form. In both cases, Simply will take appropriate and reasonable steps to ensure that your personal information is protected from misuse and loss and from unauthorised access, modification or disclosure. Simply cannot however guarantee that, as a result of these measures, your personal information will not be disclosed in an unauthorised or unlawful manner in circumstances which are beyond our control.
- e. If you want confirmation that Simply holds your information, access to your personal information, the identities or categories of third parties to whom Simply has disclosed your personal information, or to amend, delete or update your personal information, please make your request in writing to queries@simply.co.za. Any personal information Simply does not require to perform under this mandate, or when Simply is no longer required by law to retain it (whichever is the later), will be destroyed or anonymised.

6. Changes to the terms and conditions

- a. The Simply Partner Referral Programme's terms and conditions, including the fees, may be changed by Simply at any time without notice to you.
- b. If the Simply Partner Referral Programme's terms and conditions, including the fees, are changed, then the new terms and conditions will apply to all new referrals provided by you.

7. Termination

- a. You may terminate your participation in the Simply Partner Referral Programme at any time by sending an email to partner@simply.co.za.
- b. Simply may terminate the Simply Partner Referral Programme, or your participation in the Simply Partner Referral Programme, at any time by sending an email to the email address provided in the information schedule appended to this Agreement.
- c. In the event that the Simply Partner Referral Programme, or your participation in the Simply Partner Referral Programme, is terminated and you are not in breach of the terms and conditions of the Simply Partner Referral Programme, then you will retain the right to fees due on business referred by you up until that point.

8. Other

- a. Neither Simply nor OMART will be liable to you or any third party for any loss or damages arising from the Simply Partner Referral Programme.
- b. Any disputes or questions regarding this mandate will be resolved by Simply in its sole discretion.
- c. Nothing in the Simply Partner Referral Programme will create any partnership, joint venture, agency representative or employment relationship between you and Simply or will mean you are an intermediary as contemplated in the FAIS Act.
- d. If any of these terms are held to be invalid, void, or unenforceable, such provision (or the part of it that makes it invalid, void or unenforceable) will be struck and not affect the validity of an enforceability of the remaining provisions.
- e. The terms and conditions of this Simply Partner Referral Programme will be governed by the laws of South Africa.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
For The Lead Provider:

(signing for and on behalf of the The Lead Provider and who warrants that s/he is
duly authorised)

Full name of signatory

Capacity of signatory

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
For Simply:



(signing for and on behalf of Simply and who warrants that s/he is duly authorised)

Anthony Miller

Full name of signatory

Chief Executive Officer

Capacity of signatory

INFORMATION SCHEDULE:	
Registered name:	
Trading name (if different):	
Registration number:	
VAT number:	
FSP number:	
Agency code:	
Preferred Referral Fee structure: (Please tick one)	<input type="checkbox"/> 7.5% of each premium collected (typically for businesses wanting to build annuity income) <input type="checkbox"/> 1 x first collected premium capped at R7.5k AND 5% of each premium collected thereafter (typically for businesses wanting to build annuity income AND incentivise their sales agents) <input type="checkbox"/> 3 x first collected premium capped at R20k (typically for individuals wanting to generate once-off income)
Bank account holder:	
Bank:	
Account type:	
Branch Code:	
Account number:	
Physical Address:	
Postal Address:	
Landline:	
Cell phone:	
Email:	

