

INTERMEDIARY AGREEMENT

between

Universal Healthcare Services (Pty) Ltd
(Reg. No: 2008/005871/07)

and

Reg. Number / Identity Number: _____

For office use only

Date processed by Universal Healthcare Services:

Brokerage Details:

Date:

Brokerage name:

Broker name and surname:

FSB / BR number:

Intermediary code:

Contact person name:

Admin person name:

Work number:

Cell number:

Fax number:

E-mail address:

Website:

Physical address:

Postal address:

Identity no./Registration no.:

VAT number:

A copy of the VAT registration certificate is required if applicable

Broker consultant name:

Banking Details:

Bank:

Branch name:

Branch code:

Account name:

Account number:

Account type:

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 **Universal 360°** shall mean the Universal 360° membership programme, a division of Universal Healthcare Services (Pty) Ltd;
- 1.2 **Universal WorkerPlan** shall mean the occupational health and worker wellness plan, offered through the Occupational Healthcare division of Universal Healthcare Services (Pty) Ltd;
- 1.3 **Intermediary** shall mean an individual (natural person) and / or broker or brokerage that fulfil all requirements as describe by Universal Healthcare Services (Pty) Ltd to be fit and proper to sell the Universal 360° programme and the Universal WorkerPlan;
- 1.4 **Parties** shall mean the parties to this agreement;
- 1.5 **The/This agreement** means the agreement set out herein, including any appendices or annexure hereto;
- 1.6 **Commencement date** means date when this agreement are signed by both parties;
- 1.7 **Contributions** means the total monthly amount payable by the member to Universal 360° and/or to Universal WorkerPlan in terms of the applicable rules and terms and conditions;
- 1.8 **Member/Client** means a person who has qualified and has been accepted by Universal 360° and/or Universal WorkerPlan for membership;
- 1.9 **Products** means all products or plans offered by the Universal 360° programme, or the Universal WorkerPlan, respectively, as the case may be;
- 1.10 **Prospective member** means any individual and his/her dependant/s, who is/are not currently a member of the Universal 360° program and join Universal 360° as a result of the Intermediary, or the employees of any individual employer who is currently not contracted to Universal Healthcare Services and where the employer contracts with Universal Healthcare Services to obtain benefits for its employees under the Universal WorkerPlan as a result of the Intermediary;
- 1.11 **Prospective Corporate member** means any Body Corporate, Close Corporation or Company with five or more principal (main) members who jointly subscribe to the membership of the Universal 360° programme, or alternatively the employees of any employer which is a Body Corporate, Close Corporation or Company with five or more employees where the employer contracts with Universal Healthcare Services to obtain benefits for its employees under the Universal WorkerPlan;
- 1.12 **Rules** means the rules and terms and conditions of the Universal 360° programme, or of the Universal WorkerPlan, respectively, as registered from time to time;
- 1.13 **Signature date** means the last date that the parties signed this agreement;

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.

- 2.4 The schedule and the annexure to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules and annexure;
- 2.5 When any number of days is prescribed in this Agreement, same shall be reckoned inclusively of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day shall be the day immediately following the Saturday, Sunday or South African public holiday day;
- 2.6 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.7 Where reference is made to as “**Universal 360°**”, Universal Healthcare Services is the Company and Universal 360° is the programme, and where reference is made to **Universal WorkerPlan** or **WorkerPlan**, Universal Healthcare Services is the Company and WorkerPlan is the occupational health and worker wellness plan.

WHEREAS the Intermediary conducts the business of soliciting and acquiring individual members or corporate groups of members on behalf of Universal 360° and Universal WorkerPlan through its employees and/or agents; and

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

WHEREAS Universal Healthcare Services hereby appoints the Intermediary to solicit and acquire business as set out in this agreement with Universal 360° and Universal WorkerPlan and the Intermediary hereby accepts the appointment.

IT IS RECORDED THAT:

3. APPOINTMENT

Notwithstanding the signature date Universal Healthcare Services hereby appoints the Intermediary as an independent contractor and on a non-exclusive basis to perform the services described hereunder, with effect from the commencement date which appointment the Intermediary accepts subject to the rules and terms and conditions set out herein.

4. DURATION OF APPOINTMENT

- 4.1 The Intermediary, subject to Clauses 10.1 and 10.2, is hereby appointed and shall continue to act as such in terms of the duties and provide the services as described hereunder hereto for a period of 12 (Twelve) months from date of last signature hereon. If this contract is not terminated after the initial 12 (Twelve) month period it will remain in force on a month to month basis.
- 4.2 Either party shall be entitled to terminate this agreement with one calendar months' notice in the event that there is a change in control of Universal Healthcare Services.
- 4.3 In the event that such prior written notice is not furnished by either part to the other party, this agreement shall automatically continue indefinitely on the terms and conditions contained herein unless, subsequent to the initial 12 (Twelve) month period, the agreement may be cancelled by either party giving the other party 3 (Three) months prior written notice of such termination.

5. INTERMEDIARY DUTIES AND SERVICES:

- 5.1** The Intermediary shall, during the course of this Agreement, at its sole cost and expense, solicit the enrolment of prospective members and corporate members for the Universal 360° programme and the Universal WorkerPlan.

6. ADMINISTRATIVE, SALES AND MARKETING SERVICES:

6.1 The intermediary shall:

- 6.1.1 Confirm the rules and terms and conditions of the Universal 360° program and/or WorkerPlan, and that Universal 360° and/or WorkerPlan will accept the prospective members, it being expressly agreed that no terms of such proposals may be altered without the prior written approval of the Universal 360° program or WorkerPlan.
- 6.1.2 Full and proper completion of all application forms for Universal 360° membership and/or WorkerPlan and ensuring that such forms are signed in the presence of the necessary witnesses.
- 6.1.3 Ensuring that all necessary FICA information and verification documents required are obtained and submitted to Universal 360° and/or WorkerPlan together with the application form, where applicable.
- 6.1.4 The delivery and explanation of initial administrative forms for enrolling members such as billing and enrolling documents and subsequent renewal forms as approved by the Universal 360° program and/or WorkerPlan.
- 6.1.5 The presentation of services and products to be provided to the prospective members.
- 6.1.6 The procurement of such marketing and enrolment materials as may in the discretion of Universal 360° and/or WorkerPlan be adequate for solicitation of enrolment in terms of this agreement.
- 6.1.7 Not be authorized to bind Universal 360° or WorkerPlan in any manner whatsoever, save with the written consent of Universal 360° or WorkerPlan, as the case may be.
- 6.1.8 Undertake to comply strictly with all instructions from Universal 360° and/or WorkerPlan in the course of the Intermediary business with Universal 360° and/or WorkerPlan and accepts that neither Universal 360° nor WorkerPlan shall be liable for any act by the Intermediary in excess of the Intermediary authority.
- 6.1.9 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.
- 6.1.10 In all matters, act loyally and faithfully to Universal 360° and WorkerPlan and obey orders and instructions from Universal 360° and WorkerPlan and, in the absence of such order or instruction in relation to any particular matter, act in such manner as the Intermediary reasonably considers to be the most beneficial to the interests of Universal 360° and WorkerPlan.
- 6.1.11 Not, in the course of its business, make any representations or give any warranties other than those contained in the application form and brochures relating to the Universal 360° program or WorkerPlan, respectively.
- 6.1.12 Keep full and proper books of account and record showing clearly all enquiries, transactions and proceedings relating to the Intermediary and, in particular, all transactions undertaken by or through the Intermediary in relation to the Universal 360° program and/or WorkerPlan, as the case may be, such books and records being separate relating to those matters not connected with the Intermediary and remaining at all times the property of Universal 360° and WorkerPlan.
- 6.1.13 Provide membership assistance;
- 6.1.14 In exceptional circumstances, confirm membership;

- 6.1.15 Advise Universal 360° and/or WorkerPlan respectively, of any change of contact details of a member;
- 6.1.16 Facilitate “registration of principal member” – and submit form;
- 6.1.17 Facilitate changes between options – and submit form;
- 6.1.18 Attend to billing reconciliations;
- 6.1.19 Query debtor issues in respect of member suspensions;
- 6.1.20 Although the employer will remain responsible to advise Universal 360° or Workerplan respectively, or its administrator, of any new employee members, or a change to the dependant status of their employees (as principal members), in exceptional cases however the Intermediary may facilitate registration of new employee members and changes to dependant(s) of employees together with the submission of the required forms.

7. CONDITIONS APPLICABLE TO MEMBERS

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

- 7.1 Universal 360° reserves the right to refuse membership to any individual or group, or to suspend or cancel should the member be in breach of the Universal 360° programme rules and terms and conditions.
- 7.2 WorkerPlan reserves the right to refuse membership to any individual or group, or to suspend or cancel should the member be in breach of the WorkerPlan rules and terms and conditions.

8. FEES

- 8.1 Universal 360° or WorkerPlan, as the case may be, shall pay the fee, as set out in this agreement, or as may be agreed to by the Directors of Universal 360° or WorkerPlan from time to time, to the Intermediary.
- 8.2 The fee, to which the Intermediary shall be entitled, shall:
 - 8.2.1 Be payable by Universal 360° or WorkerPlan to the Intermediary on a monthly basis as provided for in Clause 8;
 - 8.2.2 Unless stated otherwise in this agreement, not include any other remuneration from Universal 360° or WorkerPlan other than the remuneration provided for herein;
 - 8.2.3 Be entitled to payment of remuneration, calculated in accordance with the terms contained in this agreement and only for the duration of this agreement remaining in force and effect.
 - 8.2.4 Be inclusive of VAT;
 - 8.2.5 Be paid on or before the 7th day of the month in which such payment falls due.
 - 8.2.6 In respect of the first payment of fees, be effected 1 (One) calendar month subsequent to the first successful debit order payment having been received from the newly appointed member, subject to the terms set out in Clause 8.3 hereunder.
- 8.3 No fee shall be paid to the Intermediary prior to:
 - 8.3.1 The application form having been completed and signed by the prospective member and such application form having been furnished to Universal 360° or WorkerPlan, as the case may be;
 - 8.3.2 The issuing of the Universal 360° or WorkerPlan membership card, as the case may be;
 - 8.3.3 Activation of the Universal 360° or WorkerPlan membership, as the case may be;

8.3.4 The first premium having been successfully paid by the member to Universal 360° or WorkerPlan in respect of the membership.

9. ADVERTISING AND MARKETING

9.1 No circular, advertisement, brochure, pamphlet, application or publication purporting to have been issued on behalf of Universal Healthcare Services or in respect of Universal 360° or WorkerPlan shall be used in any manner without the prior written consent of Universal Healthcare Services, and same shall at all times remain the property of Universal Healthcare Services.

10. TERMINATION OF AGREEMENT

10.1 Universal Healthcare Services and the Intermediary shall, subject to Clause 4, each be entitled to cancel this Agreement on 3 (Three) calendar month's notice in writing to the other.

10.2 Universal Healthcare Services and the Intermediary shall, subject to Clause 4, each be entitled to cancel this agreement on 3 (Three) calendar months notice in writing to each other, subsequent to the expiry of the initial 12 (Twelve) month period.

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

10.3.1 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;

10.3.2 In the event that the Intermediary is a Company, and if the Intermediary entered into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with its creditors, or takes or suffers any similar action in consequent of debt;

10.3.3 In the event that the Intermediary is a natural person, and if the estate of the Intermediary is sequestrated or if the Intermediary enters into any arrangement with his / her creditors or takes or suffers any similar action in consequent of debt;

10.3.4 Placed under provisional or final judicial management;

10.3.5 In the event that, from any cause, the Intermediary is prevented from performing its duties hereunder for a period of 2 (Two) months in any period of 12 (Twelve) calendar months;

10.3.6 In the event that the Intermediary is guilty of any conduct which, in the opinion of Universal Healthcare Services is prejudicial to the interests of Universal Healthcare Services;

10.3.7 In the event of the Intermediary purports to assign the burden or benefit, or charge the benefits of this agreement, without the consent in writing of Universal Healthcare Services;

10.4 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:

10.4.1 The Intermediary shall be entitled to payment of remuneration accrued to it in respect of new business placed with Universal 360° or WorkerPlan, as the case may be, up to the termination date;

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

11. CESSION AND DELEGATION

11.1 The Intermediary may not transfer, cede, assign any of its right, duties and obligation in terms hereof or appoint any sub-intermediary to render the services or any part thereof without obtaining the prior written consent of the Universal 360° program or WorkerPlan.

- 11.2 The Intermediary accepts that the provisions of this agreement shall not constitute it as agent or the legal representative of Universal Healthcare Services. Should Universal Healthcare Services become bound or liable to any person, business, company or close corporation as a result of any unauthorized Universal 360° or WorkerPlan representation, statement, act or omission on its part, the Intermediary will in turn be liable to Universal Healthcare Services therefore and the Intermediary hereby indemnifies Universal Healthcare Services against all ensuing consequences, including any loss or damage that may be suffered by any one or more of them arising there from.

12. RETURN OF UNIVERSAL HEALTHCARE SERVICES' PROPERTY

- 12.1 Upon the termination of this agreement for any cause, or at any time prior to such termination at request of Universal 360° or WorkerPlan, the Intermediary shall promptly return to Universal 360° or WorkerPlan, or otherwise dispose of as Universal 360° or WorkerPlan may instruct, all samples, patterns, pamphlets, catalogues, advertising material, specifications, circulars, brochures, applications, publications and any other materials, documents and papers whatsoever sent to the Intermediary and relating to the business of Universal 360° or WorkerPlan; other than correspondence between Universal 360° or WorkerPlan and the Intermediary which the Intermediary may have in his possession or under his control, and also return to Universal 360° or WorkerPlan upon termination of this agreement, or separate books of account or records relating to the Intermediary kept in accordance with Clause 6.1.12 of this agreement.
- 12.2 The cost of carriage, insurance and charges incurred in any such return or other disposal shall be borne equally between the parties.

13. GENERAL STIPULATION

- 13.1 No applications will be registered if the application form for a Universal 360° or WorkerPlan membership is incomplete. Such applications will be placed on hold pending the receipt of required information for the issue of a Universal 360° or WorkerPlan membership card.
- 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 In the case that the application is accompanied by application forms to accommodate the individuals of the group as per FICA regulations.
- 13.3 If the Intermediary is a company or close corporation and a change in the directorship, shareholding or membership has occurred, the Intermediary shall immediately notify Universal 360° or WorkerPlan respectively, thereof. Universal 360° and WorkerPlan shall then be entitled to terminate this agreement with immediate effect if not satisfied with any change.

14. VIS MAJOR

Either party shall be entitled to postpone, suspend or cancel the performance of any obligation under this agreement to the extent that such postponement, suspension or cancellation is brought about by circumstances beyond the reasonable control of the parties concerned, including but not limited to, acts of government or other authorities, an act of God, riots, unavailability of or interruption in the supply of services or materials, or as a result of safety, health or environmental pressures, breakdown of equipment or vehicle or quarantine.

15. DOMICILIA AND NOTICES

15.1 All notices required to be served by one party on the other shall be given in writing by prepaid registered post or delivered by hand to the following *domicilia citandi et executandi* or sent to the following telefax numbers:

Intermediary details:

Work number: Cell number:

E-mail: Fax number:

Postal address: Physical address:

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15.2 Universal Healthcare Services

Contact Person: Mrs Alicia Jordaan **Tel number:** 011 208 1000

Fax number: 086 505 7460 **E-mail:** Alicia.Jordaan@universal.co.za

Physical address: Universal House, 15 Tambach Road, Sunninghill Park, SANDTON

Postal address: PO Box 1411, RIVONIA, 2128

15.3 Anyone of the parties may from time to time change that party's *domicilium* by delivery of written notice to the other party to that effect.

15.4 Any notice addressed by any party to the other party shall –

15.4.1 If delivered by hand at the address of its *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or

15.4.2 If posted by prepaid registered post to the addressee's *domicilium* in terms of this clause, be deemed to have been received by the addressee on the seventh day following the date of such posting; or

15.4.3 If sent by telefax to his telefax number in terms of this clause be deemed to have been duly received by the addressee on date of successful transmission thereof.

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

AS WITNESSES:

1.

For and behalf of the Intermediary (who warrants his/her authority to execute this contract).

2.

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

AS WITNESSES:

1.
.....
For and behalf of Universal 360° and or WorkerPlan (who warrants his/her authority to execute this contract).
2.

ANNEXURE "A"

REMUNERATION

1. The remuneration shall be payable by Universal 360° and WorkerPlan to the Intermediary on a monthly basis as provided for in Clause 8 of the Intermediary Agreement;
2. Unless stated otherwise in this agreement, the Intermediary shall not be entitled to any other remuneration from Universal 360° or WorkerPlan other than the remuneration provide for in Clause 8 of the Intermediary Agreement;
3. The Intermediary shall be entitled to payment of remuneration, calculated in accordance with the terms contained in this agreement and only for the duration of this agreement remaining in force and effect.