

Simply Partner Referral Programme

This Simply Partner Referral agreement is concluded by and between Simply Financial Services, FSP 47146, 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. The Lead Provider is entering into an agreement with Simply Financial Services ("Simply") to participate in the Simply Partner 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 Hollard Life Assurance Company Limited (Reg No. 1993/001405/06), a Licensed Life Insurer and an authorised Financial Services Provider.
- 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. Lead Providers may be eligible to earn a Referral Fee in return for providing Simply with the contact details of persons or businesses who may be interested in buying a Simply Staff Cover insurance policy.
- b. Lead Providers 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 Lead Providers.
- c. Before sharing any person's contact details, Lead Providers must ensure they have obtained consent for Simply to contact that person about its products and services. Lead Providers agree to indemnify Simply against any claims from individuals alleging they did not consent to having their details shared.



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- d. Where the Lead Provider has shared contact details, Simply will provide the Lead Provider's name upon request to anyone asking where their contact details were obtained.
- 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. Lead Providers will not receive a Referral Fee for referring themselves.

3. REFERRAL FEE

a. Referral Fee Payment Condition

1. The Referral Fee, if due, will be payable to Lead Providers only once at least ONE premium payment has been successfully collected from the referred customer.
2. Trail fees are eligible upon every successful premium collection, starting from the second collection.
3. If a referred customer stops paying premiums, trail fees will cease immediately.

b. Standard Referral Fee Structure

1. The Referral Fee payable to Lead Providers on standard quotes (i.e., where Simply's standard pricing is used) will be determined based on a progressive tiered system, as outlined below:

Tier	Monthly Premium (P)	Trail Fee (% of P)	Upfront Fee (% of P)
1	R0 – R15,000	5.0%	100.00%
2	R15,000 – R50,000	3.0%	50.00%
3	R50,000 – R150,000	1.5%	25.00%
4	R150,000 – R10,000,000	0.75%	10.00%

2. Referral Fees are calculated progressively, meaning that each portion of the Monthly Premium (P) is compensated at its respective tier's rate.

Example Calculation:

For a Monthly Premium (P) of R30,000:

- The first R15,000 (Tier 1) earns:
 - R15,000 upfront fee (100% of R15,000)
 - R750 trail fee (5% of R15,000)
- The next R15,000 (Tier 2) earns:
 - R7,500 upfront fee (R15,000 × 50%)
 - R450 trail fee (3% of R15,000)
- Total Referral Fees Earned:
 - Total Upfront Fee: R15,000 + R7,500 = R22,500 once-off (starting from the first collection)
 - Total Trail Fee: R750 + R450 = R1,200 per month (upon every collection; starting from the second collection)



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c. Referral Fee on non-standard quotes

1. The Referral Fee payable to Lead Providers on non-standard quotes (i.e., where Simply's standard pricing is not used) will be determined on a case-by-case basis, as agreed upon between Simply and the Lead Provider.

d. The Referral Fee is not transferable and may only be paid to the Lead Provider who facilitated the referral.

e. Invoicing & Payment Schedule

1. Lead Providers must submit an invoice for payment to receive their Referral Fee.
2. Invoices must be submitted by the 5th of the month for the previous month's collected sales.
3. Once approved, invoices will be processed by the end of the month.

4. RESTRICTIONS

a. The Lead Provider warrants that for the duration of this agreement they shall not be a Financial Services Provider (FSP) or representative licensed to provide advisory or intermediary services for the category of products Simply provides, where advisory or intermediary services are as defined under the Financial Advisory and Intermediary Services (FAIS) Act, 2002 (as amended), 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;
5. and Dealing with any claims of a customer.

b. Lead Providers may not refer parties who intend to buy a policy with the express intention of cancelling after having 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. Simply may use The Lead Provider's personal information for the purpose of this Simply Partner Referral Programme, including statistical research purposes and for the payment of fees.

c. Simply may disclose The Lead Provider's personal information to its employees and any third-party service providers it may utilise to interact with Lead Providers. Simply may be required to disclose The Lead Provider's personal information if required to comply with applicable law or an order of court. Simply will never sell The Lead Provider's personal information.

d. Simply may hold The Lead Provider's personal information in either electronic or hard copy form. In both cases, Simply will take appropriate and reasonable steps to ensure that 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, the Lead Provider's personal information will not be disclosed in an unauthorised or unlawful manner in circumstances which are beyond Simply's control.



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e. If The Lead Provider wants confirmation that Simply holds their information, access to their personal information, the identities or categories of third parties to whom Simply has disclosed their personal information, or to amend, delete or update their personal information, the Lead Provider must submit a 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 latter), 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 The Lead Provider.

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 The Lead Provider.

7. TERMINATION

a. Lead Providers may terminate their 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 the Lead Provider's 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 the Lead Provider's participation in the Simply Partner Referral Programme, is terminated and The Lead Provider is not in breach of the terms and conditions of the Simply Partner Referral Programme, then the Lead Provider will retain the right to fees due on business referred up until that point.

8. OTHER

a. Neither Simply nor Hollard will be liable to Lead Providers 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. The Simply Partner Referral Program does not create a partnership, joint venture, agency, or employment relationship between Lead Providers and Simply, nor does it make Lead Providers intermediaries under 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.



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Signed at: on this day of 20.....

For The Lead Provider:

Full name of signatory:

Capacity of signatory:

.....

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

Signed at: Claremont on this day of 20.....

For Simply:

Full name of signatory: Anthony Miller

Capacity of signatory: Chief Executive Officer

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



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INFORMATION SCHEDULE

Registered name:	
Trading name (if different):	
Registration number:	
VAT number:	
FSP number:	
Agency code:	
Bank account holder:	
Bank:	
Account type:	
Account number:	
Branch code:	
Physical address:	
Postal address:	
Cell phone:	
Landline:	
Email:	

AUTHORISED REFERRERS

Name and Surname	Contact number	Email address



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