

AGREEMENT

1. PARTIES

1.1 The parties to this agreement are Carecard PMB (Pty) Ltd “the company”, which administers the CareCard Plan and the signatory of the attached application form “the Principal”.

2. THE PRINCIPAL

2.1 The Principal agrees to pay for the selected basket of goods, via an authorised debit order, on a monthly basis, until such time that this agreement is terminated.

2.2 The Principle must have the necessary legal capacity to enter into this agreement and have a South African ID No. and a debitable South African bank account.

3. APPOINTMENT AS A “CCA” (CareCard Advertiser)

3.1 Should the Principal wish to be appointed as a CCA, he must tick the relevant box on the application form and by signing the form he confirms that he has seen a full CareCard presentation, understands the contents and benefits of all the CareCard baskets, the compensation plan has been explained to him in detail, agrees only to use the official and unmodified presentation and promotional aides produced by the company and that he has read and understood this agreement.

3.2 If the principals application is successful, the company will appoint the principal as a CCA and the principal must accept such appointment as an **independent contractor** to the company on the terms and conditions contained in this agreement (which includes the Company’s Rules for principals and CCA’s, which terms, conditions and rules may be unilaterally amended in writing from time to time, at the sole discretion of the company).

3.3 The duly appointed CCA will have the authority to market and promote the company’s various “Bundles of Products” and explain the compensation plan to other prospective Principals, who may wish to apply to become CCA’s, as determined by the company from time to time (“the Bundles”).

3.4 The CCA is appointed as an independent contractor and nothing in this agreement, whether expressed or implied, is to be construed as meaning that the CCA is a consultant or an employee, agent or representative of the company and the CCA may not and cannot give himself out as an employee or representative of the company.

3.5 All media enquiries addressed to the CCA about the company and or the Plan must be referred directly to the company.

4. CCA’s RIGHTS AND OBLIGATIONS

4.1 The CCA shall, at all times, act in accordance with the terms and conditions of this agreement.

4.2 The CCA must obtain a completed and signed application form, provided by the company (“the Form”) from each prospective Principal and/or CCA and the introducing CCA’s CC number must be entered on the form, as the introducing CCA, at the time the form is signed by the prospective Principal and/or CCA.

4.3 An application must have been received and accepted by the company within 30 days of signature thereof where thereafter the application becomes invalid.

4.4 The CCA may advertise in his own right, provided the company agrees thereto beforehand and the cost of such advertising is for the CCA’s account.

4.5 A CCA may use the company’s marketing material provided these indicate his status as a CCA.

4.6 The CCA may not institute legal proceeding against any third party in respect of any claim arising from the CCA’s appointment as a CCA, without the prior written consent of the company.

4.7 The CCA acknowledges that he is bound by any statutory enactments and regulations applying to the company business and has an obligation to acquaint himself with these.

4.8 As an independent contractor, the CCA acknowledges he is not and will not be entitled to any benefits which accrue to employees, including, but not restricted to redundancy, retrenchment or severance procedures and/or payments.

4.9 The CCA does not have any authority to bind the company in any way, including but not restricted to, incurring debts and/or obtaining credit facilities, without the prior written notice of the company.

4.10 The CCA has no authority to accept, alter, discharge or waive any term, conditions or rules of the Plan, on behalf of the company.

4.11 The CCA hereby indemnifies and holds the company harmless against all claims and/or damages and/or expenses of whatever nature, arising from his negligence, gross negligence or otherwise.

4.12 The CCA will be paid on a commission basis, according to the rates and conditions set by the company, which rates and conditions the company has the right to alter and change, solely at its discretion, from time to time.

5. THE CARECARD PLAN

5.1 The company has sole discretion to alter or amend the Plan from time to time without notice to CCA’s, although the company will endeavour to give 1 (one) months notice of any such changes.

5.2 The company has the sole responsibility for the day-to-day administration and management of the Plan.

6. CONFIDENTIALITY, RESTRAINT AND CODE OF CONDUCT

6.1 It is specifically recorded that the intellectual property rights in and to the Plan, documentation and marketing methods remain, at all times, the exclusive property of the company and its directors.

6.2 The CCA undertakes that, after the termination of his appointment, he may not, whether directly or indirectly, use or disclose or make available to anyone, for any reason, any of the company’s information, including but not restricted to trade secrets, techniques, methods of marketing, operating costs and names of current and potential applicants and CCA’s without the prior written consent of the company.

6.3 No CCA may solicit any other products or business opportunity at any official CareCard presentation or meeting.

7. BREACH AND TERMINATION

7.1 The company or the CCA may, on written notice to the other of not less than 30 (thirty) days, terminate the CCA’s appointment.

7.2 If the CCA breaches this agreement or should he do anything – or not do something – which the company believes, in its discretion to be harmful in any way to the company, and the CCA fails to remedy such breach or refrain from doing such conduct or omission within 7 (seven) days of written notice from the company to do so, the company has the right to terminate the CCA’s appointment forthwith, without prejudice to any other rights the company may have against the CCA in connection therewith.

7.3 In the event of the CCA’s appointment being terminated in terms of sub-clause 7.2 above, the CCA acknowledges that he will forfeit the right to earn, or receive any payments after the said termination to which he would be entitled but for the termination.

7.4 In the event of the company instituting legal proceeding for a breach of this agreement or the rules or for any other reason arising from being a CCA against the CCA, the CCA will be liable for all legal costs on an attorney-own client scale, including collection commission and interest. The parties consent to the Lions River Magistrates Court having jurisdiction over any dispute arising from this agreement.

8. DOMICILIUM

8.1 The parties agree that their respective addresses given on this application form will be each’s domicilium et executandi for all purposes. All notices by one party to the other shall be given in writing by prepaid registered post telegram, fax or delivered by hand, delivery by post to be deemed to be delivered five days after posting.

8.2 The CCA acknowledges that if he is in breach of clause 6 above, the company has the right, without prejudice to any other rights it may have in law, to enforce the restraint forthwith and/or be entitled to claim damages from the CCA.

9. GENERAL PROVISIONS

9.1 No alterations, cancellations, variation of or addition to this agreement is of any force or effect unless reduced to writing and signed by the company and the CCA or their duly appointed representatives.

9.2 This document contains the entire agreement between the company and the CCA and neither is bound by any undertakings, representations, warranties, promises or the like which are not recorded herein.

9.3 No indulgence, leniency or extension of time, which either the company or the CCA grants or shows to the other, will constitute a waiver of either’s rights nor preclude either from exercising any of its/their rights.

9.4 The appointment made under this agreement is personal and the CCA may not and cannot cede, assign, transfer, alienate or part with in any way any of his rights, obligations and interests so created, without the prior written consent of the company.

9.5 All references to the male gender will also mean a reference to the female gender.

COMPANY RULES AND REGULATIONS FOR PRINCIPALS AND CCA'S

1. In order to qualify for commission on his first level, and any possible commission from any of his lower levels, a maximum of four levels, a CCA must have a current fully paid up basket of products and have a minimum of three people on his first level each with a current fully paid up basket of products, at all times.

2. In order to qualify for commission on his second level and any possible commission on any of his other lower levels, a CCA must have a minimum of one CCA commission earner on his first level, at all times.

3. In order to qualify for commission on his third and fourth levels, a CCA must have a minimum of one CCA commission earner on his second and third levels.

4. Should the minimums for any level fail, the CCA will forfeit his commission for that level and all levels below that level (even if the correct minimums exist on those lower levels), until such time as the minimum criteria is attained for each level.

5. The company sets the commission structure and the current commission structure is reflected in the current official CareCard presentation.

6. The company will offer incentive bonuses and rewards, from time to time. Some of these and rewards will be once-off, and others will remain in place as long as the qualifying conditions of the bonus or reward, in place at that time, are attained. Incentive and rewards can from time to time, be altered or withdrawn at the company's sole discretion.

7. A person is only allowed to apply and qualify for one CC number.

8. A CCA may apply in writing to the company to change his introducing CCA to another appointed CCA on condition that he has not introduced any persons to the plan himself and that his introducing CCA has been notified in writing by both parties (the CCA and the company). The permission to change is at the sole discretion of the company and will only be allowed in exceptional circumstances.

9. All new signatories of this agreement have a 30 day cooling off period from the date of signing this agreement. Should the person wish to cancel this agreement within this 30 day period they must apply in writing, to be received by the company before the end of this cooling off period. If a debit order has already been processed, within this period, the company undertakes to refund the applicant in full.

10. After the cooling off period, as outlined in 9 above, an applicant may cancel this agreement at any time on 30 (thirty) days written notice to the company. Once a Principal or CCA has cancelled this agreement, he will no longer be entitled to any commissions, bonuses or rewards that may have been due to him. A person who has duly cancelled this agreement may, with the written authority of the company, re-join the Plan after a 3 (three) month waiting period from the date of cancellation. He may join under his original CC number or any other CCA, only with the written permission of the company.

11. In the event that a person's debit order fails to be met, for whatever reason, that person has up to the 12th day of that month in which to pay the debit which is due. It is imperative that this payment is reflected in the company's bank account by the close of business on the 12th day of the month. If a CCA fails to make this payment timeously any commissions and rewards due to the CCA will be forfeited.

12. Should a person fail to make due payments for two consecutive months, his agreement will be automatically cancelled (CBD) without notice to the person.

13. If a Principal or CCA is purchasing one of the company's baskets, which include any form of insurance cover, and that person defaults for one month, the relative waiting periods for each cover will be reinstated and the cover will only resume at the end of the waiting period.

14. If a person within a particular down line fails to pay any amount owing to the company, cancels his contract or has his contract terminated, for whatever reason, the introducing CCA and all the related commission earners will lose commission from that person only. A CCA must be aware that such a situation could effect bonuses and rewards that such a person is vital in maintaining their structures.

15. A CCA, on written authority from the company, which authority shall not be unreasonably withheld, is entitled to sell his plan to another authorised person.

16. A CCA will be paid any commission and rewards due to him on or about the 20th day of the month in which this commission becomes due, provided all the necessary criteria for the commission and rewards have been attained. Commission will usually be paid by electronic transfer, to the CCA's bank account, from which his monthly debit order is deducted. In the event that the CCA's monthly total commission payable exceeds the amount of his monthly debit order, the debit order will be stopped and the due amount deducted from his commission and the balance paid into his account.

17. Any queries with respect to commission, debit order, bonuses and the payment thereof must be made within 60 days of the date of the relative transaction. No adjustments or refunds to the above will be considered after this 60 day period.

18. Only once the application has been received by the company and entered into its management system and confirmation in writing has been dispatched will the agreement become active.

19. A CCA, as an independent contractor, is responsible for all taxes, registration for VAT and any other legal requirements, that may become due once he becomes a commission earner.

20. All new persons signing an application must select a basket of products, of his choice, which basket must be paid for on a monthly basis for the person to remain active in the Plan and receive all the benefits of the Plan. The baskets and their contents and value are detailed in this document and can be changed from time to time at the sole discretion of the company.

21. Terms and Conditions apply to some of the products, and card and debit card that may be included in this agreement. It is the CCA's responsibility to acquaint himself with such terms and conditions.

IMPORTANT WARNING

1. CareCard is committed to the highest ethical standards in its business plan and presentation of that plan
2. It is illegal for a promoter or a participant to persuade anyone to make a payment by promising benefits solely for getting others to join a scheme.
3. Do not be misled by claims that high earnings are easily achieved.
4. Success is more likely for people who learn communication and marketing skills through professional training and reading and dedication and hard work with much effort.