



SERVICE LEVEL AGREEMENT

entered into by and between

ONEPLAN UNDERWRITING MANAGERS (PTY) LTD

(Registration Number 2009/017597/07)

(FSP 43628)

and

_____)
(Registration Number _____)

(FSP _____)



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PARTIES

- (1) Oneplan Underwriting Managers (Pty) Ltd (registration number 2009/017597/07) a company registered in accordance with the company laws of the Republic of South Africa with its principal place of business at 54 Maxwell Drive, Woodmead North Office Park, Woodmead duly represented by Sven Laurencik (email: sven.l@onegrp.co.za) ("**Oneplan**"); and
- (2) _____ (registration number/identity number: _____) a company registered in accordance with the company laws of the Republic of South Africa with its principal place of business _____ duly represented by* _____ (email: _____ ("**the Intermediary**").

(*where the authorised signatory is any person other than the KI of the FSP, then a mandate/resolution may be required.)

1. INTERPRETATION

1.1 Defined Terms

In this SLA the following words and expressions shall have the following meanings assigned to them:

- | | | |
|-------|----------------|---|
| 1.1.1 | "SLA" | Means this Service Level Agreement together with the annexures, schedules and appendices thereto, and as may be amended from time to time; |
| 1.1.2 | "Business Day" | any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa; |
| 1.1.3 | "Clients" | any existing or prospective client of Oneplan who intends procuring a Policy; |
| 1.1.4 | "Commission" | payments made to the Intermediary pursuant to the sale by the Intermediary of a Policy to the Policy Holder. The amount of the Commission is set out in Annexure "I" of the Intermediary Agreement; |
| 1.1.5 | "FAIS" | Financial Advisory and Intermediary Services Act 37 of 2002, as amended |

- 1.1.6 “Intermediary Agreement” means the Bryte Intermediary Agreement entered into between the Insurer and the Intermediary
- 1.1.7 “Insured / Policy Holder” a Policy Holder who has obtained a Policy and/or a person who enjoys cover in terms of the Policy
- 1.1.8 “Insurer/ Product Supplier” means Bryte Insurance Company Limited, FSP17703 who is the Insurer authorised to provide policy benefits to policyholders linked to the products (*hereinafter referred to as Bryte*)
- 1.1.9 “Intellectual Property” the intellectual property related to the Oneplan policy or any other product offered by Oneplan
- 1.1.10 “Parties” Oneplan and the Intermediary
- 1.1.11 “Personal Information” means any personal information as defined in POPI. POPI requires that personal information be processed lawfully and in a reasonable manner that does not infringe on the right to privacy. Personal Information, as defined in POPI includes inter alia the following:
- i. information relating to the race, gender, sex. Pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - ii. information relating to the education or the medical, financial, criminal or employment history of the person;
 - iii. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - iv. the biometric information of the person;
 - v. the personal opinions, views or preferences of the person;

- vi. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- vii. the views or opinions of another individual about the person; and
- viii. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- ix. confidential information includes inter alia the following (even if it is not marked as being "confidential", "restricted", "secret" or "proprietary", or any similar designation) –
 - a. the Intellectual Property
 - b. information relating to costs and customer lists (whether actual or potential)
 - c. information relating to the terms of this SLA
 - d. marketing information of whatsoever nature or kind; and
 - e. financial information of whatsoever nature or kind

1.1.12 "POCA"

Prevention of Organised Crime Act, 1999

1.1.13 "Policy"

a policy offered by Oneplan in terms of which the Policy Holder/Insured obtains certain insurance cover

1.1.14 "POPI"

means the Protection of Personal Information Act No. 4 of 2013, as adopted by the Republic of South Africa and as amended from time to time;

- 1.1.15 “Product/s” the various combinations of insurance benefits and services offered by Oneplan such as, for example Oneplan, as underwritten by registered insurers. These products may be amended from time to time in the sole discretion of Oneplan;
- 1.1.16 “Product Set” the suite of Products which may be offered by Oneplan to its Policy Holders from time to time
- 1.1.17 “Record” means any recorded information –
- i. regardless of form or medium, including any of the following:
 - a) writing on any material;
 - b) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - c) label, marking or other writing that identifies or describes any things of which it forms part, or to which it is attached by any means;
 - d) book, map, plan, graph or drawing;
 - e) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
 - ii. in the possession or under the control of a responsible party;
 - iii. whether or not it was created by a responsible party; and
 - iv. regardless of when it came into existence;

- 1.1.18 "Responsible Party" means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and the means for processing personal information;
- 1.1.19 "Services" means any action, task, labour, delivery, supplying, inspection, or work performed or rendered by the Parties as agreed upon and set out in this SLA, as may be amended from time to time;
- 1.1.20 "Signature Date" the date of signature of this SLA by the Party signing it last in time;
- 1.1.21 "SLA" Means this Service Level Agreement together with the annexures, schedules and appendices thereto, and as may be amended from time to time
- 1.1.22 "STIA" the Short Term Insurance Act No. 53 of 1998, as amended or substituted and the rules, directives, practice notes and regulations published hereunder, including the "Short-Term Policyholder Protection Rules" as amended
- 1.1.23 "The Administrator" means Oneplan Underwriting Managers (Pty) Ltd, FSP43628, who are the owners of all the intellectual property connected with the Products and/or Services (hereinafter referred to as "Oneplan")

1.2 In this SLA:

- 1.2.1 if any provision in a definition is a substantive provision conferring rights or imposing duties on a party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this SLA;
- 1.2.2 where any number of days is prescribed, same shall be reckoned excluding the first and including the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.2.3 where any expression is defined within the context of any particular clause in this SLA, the expression so defined, shall bear the meaning ascribed to it for all purposes of this SLA, notwithstanding that the expression has not been defined in this interpretation clause;
- 1.2.4 any rule of construction that this contract shall be interpreted against the party responsible for the drafting of the SLA, shall not apply;
- 1.2.5 the expiration or termination of this SLA shall not affect such of its provisions which 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;

- 1.2.6 the expression "including" and its derivative (such as "include" and "includes") means including, but without limitation;
- 1.2.7 if any provision of this SLA requires the consent, approval or agreement of any party, that party may not act unreasonably in withholding or delaying any such consent, approval or agreement.

2. INTRODUCTION

- 2.1 This Service Level Agreement (SLA) sets out the duties and responsibilities of both the Intermediary and Oneplan which must be complied with in light of the Intermediary Agreement entered into between the Intermediary and the Insurer in respect of intermediary services to be performed by the Intermediary on behalf of the Insurer. This SLA must therefore be read in conjunction with the Intermediary Agreement.
- 2.2 The Intermediary and Oneplan agree that the Intermediary shall market, on behalf of Oneplan, in terms of the Act, the Intermediary Agreement and this SLA, the various Products offered by Oneplan as agreed to between the Parties, from time to time.
- 2.3 This SLA records the terms and conditions of the Parties' agreement and how they wish to regulate their relationship.
- 2.4 This SLA replaces and supersedes any previous agreements between the Parties and must be read together with and in conjunction to the Intermediary Agreement.

3. DURATION

- 3.1 This SLA shall commence on the Signature Date and remain in force until terminated in writing by either party giving 30 (thirty) days' written notice to the other party, subject to clause 13 hereunder relating to "Automatic Termination".
- 3.2 A review of the SLA will take place after a period of twelve (12) months commencing from the Signature Date of this SLA and annually thereafter, or as may be agreed between the parties from time to time.

4. OBLIGATIONS OF THE INTERMEDIARY

- 4.1 The Intermediary shall:

- 4.1.1 ensure that both their appointed representatives are Fit & Proper at all times and that they meet the relevant honesty and integrity requirements and adhere to the relevant competency requirements and CPD requirements applicable to the Category of financial services/products which they are appointed to render financial services.
- 4.1.2 maintain a register of it's appointed representatives and must provide a copy of their updated Competency Register to Oneplan at least every 3 months from Signature Date, or within 48 hours upon receiving a written request therefor from Oneplan. In the event of addition or termination of a representative, the Intermediary shall advise Oneplan within 15 days of such change to the representatives' register.
- 4.1.3 ensure that it has been successfully registered as an authorised FSP and that it maintains a valid licence to render financial services as an authorised FSP. Any and all licencing conditions or restrictions imposed against the Intermediary's FSP licence must be disclosed to Oneplan.
- 4.1.4 disclose to Oneplan and the Policy Holder any other fee charged by the Intermediary. Such fee shall be shown separately on the policy schedule and shall be charged only in accordance with any applicable law or regulation, which may be in force. In order to charge the aforementioned fee the Intermediary must obtain prior written authorisation from Oneplan and/or Bryte.
- 4.1.5 the Intermediary shall refer clients to Oneplan for any cancellations of policy and refunds due. Should a Client require a refund of the intermediary commission, Oneplan shall refer the Client to the Intermediary who undertakes to attend to the Client's query forthwith but no later than 48 (forty-eight) hours of receipt of the query.
- 4.1.6 not commit to pay any claim or offer any *ex gratia* payment without the prior written approval of Oneplan.
- 4.1.7 if called upon to do so by Oneplan, render such assistance as may reasonably be required with respect to an investigation of claims and provision of information required regarding claims.
- 4.1.8 notify Oneplan within 24 (twenty-four) hours of the service on the Intermediary of any legal process or becoming aware of any potential legal action, which may have an impact on Oneplan, at all times acknowledging that time is of the essence.
- 4.1.9 not complete or sign any claim form on behalf of a Policy Holder save where the Policy Holder is unable to do so and/or the Policy Holder's next of kin cannot be located to do so. In this event the Intermediary shall act as an agent of the Policy Holder and not of Oneplan.
- 4.1.10 shall keep at its designated storage depot, the details of which shall be supplied to Oneplan, true, proper and complete records as required by the STIA, FAIS AND POPI, as amended from time to time. Oneplan or its duly authorised representative shall have the right, without restriction, to inspect and audit any records of the Intermediary relating in any way to Policies at any reasonable

time during business hours and shall have the right to make copies of any such records or extracts therefrom.

- 4.1.11 be liable for and shall pay all charges and expenses incurred in its operations and the carrying out of its obligations in terms of this SLA.
- 4.1.12 comply strictly with all reasonable and lawful instructions, which may be issued by Oneplan in regard to any policy sold to a policyholder in terms of the Intermediary Agreement.
- 4.1.13 start selling policies within a period of twelve (12) months from the date on which they have been issued with a mandate by Oneplan. Failure to have sold any policies within this time frame will result in automatic termination of the mandate issued by Oneplan. Should the Intermediary wish to have another mandate issued, they will have to re-submit all required documentation and undergo all training again, in accordance with Oneplan's Broker onboarding process, as may be amended from time to time by Oneplan.
- 4.1.14 ensure to continuously check Oneplan's website for any updated product information and shall only use the most updated product documentation when selling policies to clients. Where there is any discrepancies in product information, the version contained on Oneplan's website shall take precedence.
- 4.1.15 provide to Oneplan on an annual basis an updated confirmation of their required professional indemnity insurance cover, as may be requested by Oneplan.
- 4.1.16 provide confirmation of the fit & proper status and competency of its representatives to render financial services in terms of the FAIS Act. This must be done on a quarterly basis by providing Oneplan with an updated competency register and/ or updated Section 13 certificates, as may be requested by Oneplan.
- 4.1.17 ensure that it complies with the required procedure and processes implemented by Oneplan regarding the onboarding of Intermediaries and further undertakes to adhere to any changes in processes, as may be determined by Oneplan on a discretionary basis, provided fair and reasonable notice of such changes is provided to the Intermediary.

5. PAYMENT OF COMMISSION

- 5.1 The Intermediary shall be paid a commission by Oneplan in accordance with Clause 10 of the Intermediary Agreement relating to "Fees and Commission," subject to the Intermediary's compliance with its obligations in terms of the Intermediary Agreement and the SLA.
- 5.2 No commission shall be paid to the Intermediary in respect of their own personal policy/ies as this construes a conflict of interest and is not allowed.

6. WARRANTIES

- 6.1 The Intermediary warrants that:
- 6.1.1 it shall comply with, *inter alia*, the STI and the rules and regulations pertaining thereto and the rules and regulations published thereunder, as well as all other laws relating to their business and the business of insurance including but not limited to FAIS, FICA and POCA;
 - 6.1.2 it shall perform all acts necessary for the legal and proper handling of their obligations and to this end the Intermediary shall comply with any applicable law or regulation, which may be in force;
 - 6.1.3 it shall, at all material times, be familiar with all aspects of the Products;
 - 6.1.4 it shall be registered, accredited and qualified in terms of all the relevant legislation and regulations to carry out the obligations imposed upon it in this SLA;
 - 6.1.5 neither the Intermediary nor its sub agents or their respective representatives have or shall have, directly or indirectly, any agreement or arrangement with any third party and/or any official, employee or representative in terms of which such person, employee, representative, government official or political party shall receive either directly or indirectly anything of value, whether monetary or otherwise, as a result of or in connection with the sale of the Product for the purpose of influencing an act or decision in his capacity. The Intermediary shall indemnify Oneplan and hold Oneplan harmless against any act of the Intermediary, its employees, agents or assigns which contravenes the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or any other law which may be apply;

7. INDEMNITY

- 7.1 The Intermediary hereby indemnifies Oneplan, against all actions, claims, damages, including consequential damages, or any other liability which Oneplan may sustain either directly or indirectly arising out of any intentional or negligent act or omission by the Intermediary, its employees, agents, sub-agents or assigns.
- 7.2 Where any legal proceedings are brought against Oneplan in addition to, or instead of, the Intermediary, Oneplan will be reimbursed by the Intermediary for:
- 7.2.1 the costs, on an attorney and own client scale, incurred by Oneplan to its attorneys and counsel, in the defense and/or opposition of such legal proceedings ("Oneplan's Costs"). Payment by the Intermediary to Oneplan for such costs shall be due as and when each invoice is rendered to Oneplan by Oneplan's attorneys; and
 - 7.2.2 any of the plaintiff's costs recoverable from Oneplan, in terms of an order of court, on whatever scale ordered by that court. Payment of these costs are due by the Intermediary to Oneplan on date of taxation of the same by plaintiff.

8. PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

- 8.1 The Parties agree that they will comply with the provisions of POPI and further confirm that all personal and information obtained, recorded and/or disclosed will be processed in accordance with the provisions of POPI and solely for the purposes for which such personal information was obtained.
- 8.2 The parties to this SLA acknowledge and confirm that:
- 8.2.1 One or more of the parties to this SLA and/or employees or clients of the parties may possess and may continue to possess information that may be classified or may be deemed as personal information.
 - 8.2.2 Such information may be deemed to be personal information in so far as it relates to any party to this SLA or any third party who may be directly or indirectly associated with this SLA.
 - 8.2.3 The Parties further acknowledge that such personal information may have value and may or may not exist in the public domain.
- 8.3 The parties to this SLA further agree that all Personal Information received by either party will be used solely for the purposes for which such information was collected and recorded as agreed between the parties and may include, but is not limited to:

- 8.3.1 Providing products or services to clients and to carry out the transactions involved in providing such services or products;
- 8.3.2 For underwriting purposes;
- 8.3.3 Assessing and processing of claims;
- 8.3.4 Conducting credit checks, reference checks and verification;
- 8.3.5 Verifying and updating client details;
- 8.3.6 Assisting in the detection and prevention of fraud, money-laundering and any other *mala fide* practice;
- 8.3.7 For auditing and record-keeping purposes;
- 8.3.8 To conduct customer satisfaction research and other related marketing surveys;
- 8.3.9 To comply with legal and regulatory requirements as and when is allowed by law;

8.4 The Parties may disclose the Personal Information only to its representatives, officers and employees and then only such representatives, officers and employees to whom such disclosure is reasonably necessary, provided that such representatives, officers and employees agree in writing to be bound by the terms and conditions of this SLA prior to such disclosure.

8.5 The Parties further agree:

- 8.5.1 not to disclose the Personal Information to any third party for any reason or purpose whatsoever without the prior written consent of the other Parties to the SLA;
- 8.5.2 not to utilise, employ, exploit or any other manner whatsoever use the Personal Information disclosed pursuant to the provisions of this SLA for any purpose whatsoever other than strictly in relation to this SLA;
- 8.5.3 that the unauthorised or unlawful use or disclosure of the Personal Information may cause irreparable loss, harm and damage to the other Parties.

8.6 The Parties to this SLA shall not disclose, sell, transfer or cede any "Personal Information" to any other party other than as provided for in terms of this SLA. In the event that either party discloses, sells, transfers or cedes any Personal Information in a manner not so authorised in terms of this SLA, this will constitute a material breach of this SLA and the defaulting party may be liable for civil damages resulting therefrom.

8.7 The Parties to this SLA hereby irrevocably agree and understand that any and all information supplied or given to either of the parties to this SLA are subject to the terms and conditions of this SLA hereinunder and the terms and conditions of the Protection of Personal Information Act No. 4 of 2013.

9. DOCUMENTS AND SOFTWARE

9.1 All copyright in any documents, computer software and other material which may be made available by Oneplan to the Intermediary shall at all times vest in Oneplan, and such documents or software may only be copied or reproduced with the express written consent of Oneplan. All such documents and software,

including any copies or reproductions thereof, shall at all times remain the sole and exclusive property of Oneplan and shall be returned to Oneplan on demand.

9.2 The Intermediary shall be obliged to comply with any terms of supply or instructions for the operation or use of such documentation, software or other material as may be determined by Oneplan from time to time.

9.3 The Intermediary undertakes to store retain, and destroy all documentation Personal Information applicable to or used in the course of effecting any obligations under this SLA and the Intermediary Agreement in accordance with the most onerous provisions of the applicable legislation, including but not limited to the FAIS Act, PPR's, STIA and POPI.

10. BREACH

10.1 Subject to any other provision of this SLA providing for the remedy of any breach of any provision hereof, should a party ("the defaulting party") commit any material breach of any term, condition, undertaking, warranty or representation contained in this SLA and –

10.1.1 should such breach be incapable of being remedied; or

10.1.2 should such breach be capable of being remedied, and should the defaulting party fail to remedy such breach within 14 (fourteen) days after receipt of written notice to that effect from the other party ("aggrieved party") requiring the breach to be remedied,

then the aggrieved party shall be entitled, at its election, without prejudice to any other rights which it may have in terms of this SLA or at law, either –

10.1.3 to claim payment of an amount equal to the extent of the damage resulting to the aggrieved party from such breach, which amount shall bear interest, at the prime rate, capitalised monthly in arrears on the balance due, with effect from the date of breach to the date of payment; or

10.1.4 to claim immediate specific performance by the defaulting party of their obligations in terms of this SLA.

11. AUTOMATIC TERMINATION

11.1 This SLA shall terminate automatically and all amounts payable to Oneplan hereunder shall become immediately due if at any time:

- 11.1.1 the Intermediary becomes the subject of voluntary or involuntary liquidation proceedings (such proceedings being initiated by the signature of any founding papers relating to those proceedings) or be placed under judicial management (whether provisionally or finally); or
 - 11.1.2 The Intermediary commits any act of insolvency as defined in Section 8(a) of the Insolvency Act No. 24 of 1936 (as amended); or
 - 11.1.3 the Intermediary has a judgement granted against it in any court of law and fails to cause such judgement to be satisfied, rescinded or appealed within a period of 20 (twenty) days after the date of the grant or entry thereof; or
 - 11.1.4 the Intermediary be merged with, acquired by or otherwise absorbed by any individual, corporation or other business entity or organisation of any kind unless agreed to in writing by Oneplan; or
 - 11.1.5 the Intermediary has any licence to conduct business and/ or authority to render financial services in terms of a licence issued by the FSCA suspended, removed or endorsed by any order or decree of any applicable authority; or
 - 11.1.6 be guilty of and/ or be convicted of fraud or dishonesty or have any director guilty of and/ or convicted of fraud or dishonesty in relation to the business governed by this SLA; or
 - 11.1.7 the Intermediary fails to maintain the requisite Intermediary Guarantee, Professional Indemnity Insurance Policy or any other security in place in terms of this SLA;
 - 11.1.8 the compliance officer appointed by Oneplan in terms of section 17 of FAIS submits a written report indicating a material and / or repetitive contravention of the FAIS Act committed by the Intermediary;
 - 11.1.9 complaints from Policy Holders' reveal a serious or repetitive contravention of FAIS by the Intermediary;
 - 11.1.10 any evidence of loss of integrity or dishonesty by the Intermediary is uncovered and considered material by the key individual of Oneplan;
 - 11.1.11 the Intermediary no longer complies with the fit and proper requirements of FAIS;
 - 11.1.12 the Intermediary made a false declaration to Oneplan with respect to his / her fit and proper status.
- 11.2 The Intermediary warrants that as at the date of signature of this SLA, none of the circumstances envisaged in sub-clauses 11.1 above are in force or are pending against it or any of its directors.
- 11.3 The Parties agree that this clause is included for the benefit of Oneplan and Oneplan shall therefore be entitled, in its sole discretion, to waive the automatic termination of this SLA if it so elects in which case the SLA shall continue.
- 12. EFFECT OF TERMINATION OR CANCELLATION**
- 12.1 Until any termination or cancellation becomes effective, both Parties shall remain bound by their respective responsibilities in terms of this SLA.

- 12.2 From the date of termination of this SLA:
- 12.2.1 the management of all Policies not yet expired or claims not yet settled shall be dealt with at the discretion of Oneplan ;
 - 12.2.2 the Intermediary shall no longer receive proposals for Policies without the prior written approval of Oneplan;
 - 12.2.3 the Intermediary shall deliver to Oneplan all documentation in the Intermediaries possession or under the control of the Intermediary, which bears the name, or logo of Oneplan or any of its Policies and Products, irrespective of where such documentation originated or in whose possession it may be;
 - 12.2.4 the Intermediary shall immediately desist from holding out in any way that it is in any way associated with Oneplan ;
 - 12.2.5 the Parties shall return to each to the other all equipment, computer software, records, files, material, documentation and assets, which originated from each other, including any copies which may have been made of the aforesaid;
 - 12.2.6 any outstanding amounts which may be due to Oneplan by the Intermediary, shall become immediately due and payable to Oneplan. On receipt of all outstanding amounts, all fees due to the Intermediary shall be paid;
 - 12.2.7 an accounting shall take place by Oneplan's nominated accounting officer or Oneplan's financial director to enable the Parties to reconcile their financial position vis-à-vis each other;
 - 12.2.8 the Intermediary shall provide Oneplan with a list of the Clients that the Intermediary provides a service to in terms of this SLA, which includes their names, contact details, and particulars of service still outstanding.
- 12.3 Termination of this SLA shall not affect any Policies validly issued during the currency of this SLA.
- 12.4 Termination of this SLA shall not affect the Intermediary's right to continue earning commission, on an "as and when basis", from existing Policy Holders who receive ongoing service from the Intermediary except where Oneplan is advised to cancel or redirect commission payments to another intermediary by the Policy Holder.

13. **CONFLICT OF INTEREST**

Should the Intermediary suspect that a product which the Intermediary is entitled to sell may potentially compete with the Product Set then in this event the Intermediary shall immediately notify Oneplan in writing of the potential conflict.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute arising with or pursuant to this SLA, other than in respect of provisions of the SLA which contain their own specific remedies, the Parties undertake to resolve any such dispute in accordance with the provisions set out in Clause 16 of the Intermediary Agreement.

15. NOTICES AND DOMICILIUM

15.1 The Parties choose as their *domicilium citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this SLA at which addresses all the processes and notices arising out of or in connection with this SLA, its breach or termination may validly be served upon or delivered to the Parties.

15.2 For the purpose of this SLA the Parties' respective addresses shall be those contained in (1) and (2) above or at such other address in the Republic of South Africa not being a post office box or poste restante, of which the Party concerned may notify the others in writing.

15.3 Any notice given in terms of this SLA shall be in writing and shall:

15.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

15.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) Business Day following the date of such posting;

15.3.3 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) Business Day after despatch.

15.4 Notwithstanding anything to the contrary contained in this SLA, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission shall be adequate written notice or communication to such party.

16. WHOLE AGREEMENT

This SLA constitutes the whole agreement between the Parties as to the subject-matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

17. VARIATION

No addition to or variation, consensual cancellation or novation of this SLA and no waiver of any right arising from this SLA or its breach or termination shall be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

18. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this SLA and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this SLA or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

19. GOVERNING LAW

This SLA shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

20. COST

Each party shall bear its own costs in respect of the drafting, negotiating and execution of this SLA.

21. COUNTERPARTS

This SLA may be concluded by the Parties signing separate counterparts, which shall together constitute the SLA of the Parties.



(To be completed and signed by Intermediary)

SIGNED at _____ on this _____ day of _____ 201_____

For and on behalf of the Intermediary	
Name	
Designation	
Signature	
I warrant that I have been duly authorised to sign this Service Level Agreement	

(To be completed and signed by Oneplan)

SIGNED at _____ on this _____ day of _____ 201_____

For and on behalf of Oneplan Underwriting Managers (Pty) Ltd	
Name	
Designation	
Signature	
I warrant that I have been duly authorised to sign this Service Level Agreement	