

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| TITLE                | FIRST NAMES          | SURNAME              |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

|                      |                      |
|----------------------|----------------------|
| POSTAL ADDRESS       | TOWN / CITY          |
| <input type="text"/> | <input type="text"/> |

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| PROVINCE             | POSTAL CODE          | IDENTITY NUMBER      |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| PHONE (HOME)         | PHONE (WORK)         | FAX                  |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

|                      |                      |
|----------------------|----------------------|
| CELLULAR             | E-MAIL               |
| <input type="text"/> | <input type="text"/> |

|                      |
|----------------------|
| EMPLOYER             |
| <input type="text"/> |

|                      |                                |
|----------------------|--------------------------------|
| DEPARTMENT           | CLOCK/PERSAL/FORCE/SALARY No.* |
| <input type="text"/> | <input type="text"/>           |

|                             |
|-----------------------------|
| NAME OF BANK ACCOUNT HOLDER |
| <input type="text"/>        |

|                      |                      |
|----------------------|----------------------|
| BANK                 | ACCOUNT NUMBER       |
| <input type="text"/> | <input type="text"/> |

|  |                      |                      |
|--|----------------------|----------------------|
| TYPE OF ACCOUNT*:  | BRANCH               | BRANCH CODE          |
| <input type="checkbox"/> CHEQUE <input type="checkbox"/> SAVINGS <input type="checkbox"/> TRANSMISSION | <input type="text"/> | <input type="text"/> |

|   |                                  |                                  |                                   |                                   |                                   |                                   |
|---|----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| DATE OF DEDUCTION:<br>MONTHLY ON EVERY* | <input type="checkbox"/> 1st DAY | <input type="checkbox"/> 5th DAY | <input type="checkbox"/> 15th DAY | <input type="checkbox"/> 20th DAY | <input type="checkbox"/> 25th DAY | <input type="checkbox"/> LAST DAY |
|---|----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|

MONTH IN WHICH TO START DEDUCTIONS: .....

|                       |                                  |                              |                                |                             |
|-----------------------|----------------------------------|------------------------------|--------------------------------|-----------------------------|
| LANGUAGE PREFERENCE*: | <input type="checkbox"/> ENGLISH | <input type="checkbox"/> AFR | <input type="checkbox"/> XHOSA | <input type="text"/> OTHER: |
|-----------------------|----------------------------------|------------------------------|--------------------------------|-----------------------------|

I AM INTERESTED IN THE INCOME OPPORTUNITY?

|                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|------------------------------|-----------------------------|

If YES then please note that an additional R25 Business Fee will be deducted with your monthly premium from the second month to cover the costs of certain events, trainings and presentations.

**DEPENDANTS**

| NAME | RELATIONSHIP TO APPLICANT | IDENTITY NUMBER / DATE OF BIRTH |
|------|---------------------------|---------------------------------|
|      |                           |                                 |
|      |                           |                                 |
|      |                           |                                 |
|      |                           |                                 |
|      |                           |                                 |
|      |                           |                                 |
|      |                           |                                 |

If more than seven (7) dependants use another form only to indicate more dependants and sign both forms.

**Declaration**

I the undersigned hereby apply for membership of MultiSure's LEGALSURE legal cover plan in accordance with the terms and conditions which i have read and understood. I wish to pay my membership fees as follows: (please circle one)

I) I authorise MultiSure to debit my bank account on the ..... of each month with the amount of R ..... per month or any other amount as a result of an increase of membership fees by MultiSure until cancelled by me in writing. If there are insufficient funds in the nominated account to meet the obligation, MultiSure (Pty) Ltd is entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;

ii) I will pay the premiums every month before the due date. (MultiSure's bank details: Account: MultiSure; Bank: Absa; Account: 4052301886; Branch: 632005)

I/we accept the waiting periods and all conditions as contained in the policy document which will be sent to me. If I am not satisfied with the policy I can return the document to MultiSure for a full refund within 30 days.

I understand that a once-off R80 administration fee (or any amount as determined by MultiSure from time to time) is payable by all new members and must be paid together with the first premium or will be deducted with the first premium in the case of a debit order authorisation. Arrear premiums will be deducted together with monthly premiums without prior notification me.

SIGNATURE: .....

DATE: ..... / ..... / 20 .....

INDEPENDENT CONSULTANT (IC) : .....

IC'S MEMBERSHIP No.: .....

RECRUITER: .....

RECRUITER'S MEMBERSHIP No.: .....

**Original form to: MULTISURE (PTY) LTD, P.O. Box 63943, Greenacres, Port Elizabeth 6057 or Fax to: 041 581 0746. Copy must be handed to the Applicant.**

|  |
|--|
| <b>FOR OFFICE USE</b>                      |
| DATE FIRST PAYMENT RECEIVED: .....         |
| APPLICANT'S MEMBERSHIP / POLICY No.: ..... |

## AGREEMENT

### *TERMS AND CONDITIONS FOR LEGALSURE POLICY HOLDERS*

- 1 This agreement is between MultiSure (Pty) Ltd (herein after "MultiSure") and the person on the reverse side hereof who applies for membership of MultiSure's LEGALSURE legal cover plan. MultiSure is a registered Financial Services provider with FSP 21043 and registered with the Department of Trade & Industry reg no: 2005/044596/07.
- 2 Applicants must be older than 18 years to participate in this scheme.
- 3 The member will pay the premium as set out on the reverse side hereto to MultiSure. The receipt of the first premium and once-off administration fee will serve as the inception date.
- 4 All monthly premiums are payable in advance before the 1<sup>st</sup> of each month. Any new member's first payment made during a month shall be deemed to have been made in respect of the following month and it is the sole responsibility of the member to ensure that the premiums in respect of the following months are paid regularly on or before the due date.
- 5 The monthly premiums for the LEGALSURE legal cover plan can be reduced or increased in the sole discretion of MultiSure and by giving 30 days prior notice to its members.
- 6 Members who are not legally married but living together as a family can still enjoy family benefits provided that all the relevant particulars are declared on the application form.
- 7 Cover in respect of children will include unmarried children up to but not including the age of 21. Cover is extended up to the age of 25 if the child is an unmarried full-time student. Physically or mentally disabled children who are dependant on their parents will continue to be covered under this plan, irrespective of age, provided premiums are paid. Physically or mentally disabled children who receive a disability grant do not enjoy cover under the parents' policy and must have their own policy.
- 8 Members and their dependants will be subject to a three (3) calendar month waiting period for benefits. Cover will only commence 3 calendar months after receipt of the first premium.
- 9 After one (1) calendar month's membership the policy holder and his dependants will be entitled to telephonic legal advice and consultations plus a 30 minute consultation with an attorney in his/her area.
- 10 The onus will be on the premium paying member to ensure that monthly premiums are paid promptly to MultiSure. Cover under this plan will cease on non-payment of any due premium.
- 11 Cover under the scheme is provided on a month-to-month basis. No reserves are built up under the scheme.
- 12 Cover and services will commence after the stipulated waiting period have expired.
- 13 Policy holders will be limited to a maximum amount of legal cover of R70 000 per annum. MultiSure may in its sole discretion limit the amount of legal fees it will pay per case taking into consideration all factors including the complexity of the matter.
- 14 Legal costs recovered from a third party where MultiSure provided cover or part cover for the policy holder's legal fees must be paid to MultiSure up to the amount spent on legal fees.
- 15 A legal matter is only covered and legal expenses are only payable if:
  - a) the relevant facts occur; and
  - b) the legal matter commences and is concluded; and
  - c) the legal expenses are incurred; and
  - d) the claim is received by us after the applicable waiting period has lapsed and
  - e) for as long as the policy holder's premiums are paid and up to date.
- 16 Should a policy holder cancel his/her policy or his/her policy is cancelled by MultiSure, the policy holder undertakes to repay MultiSure any legal fees paid or to be paid to an attorney or any other service provider in respect of a pending matter at the time of cancellation.
- 17 Legal expenses will only be paid if the relevant facts affect or are caused by or performed by the Insured or his/her dependant as an individual in a personal and private capacity and relating to the personal and private affairs of the Insured or his/her dependant.
- 18 Legal expenses will only be paid if the Insured has a reasonable prospect of success in a Civil or Labour matter.
- 19 We only pay legal expenses after the matter has been concluded. However, MultiSure may in its sole discretion, pay disbursements and, in exceptional circumstance, fees during the course of the matter.
- 20 When paying premiums in cash, the member must use his/her membership/policy number as reference.
- 21 MultiSure will not be held responsible for negligence on the part of any attorney appointed.
- 22 If a member's cover should cease and the member applies to rejoin the scheme at a later stage the same conditions as for a new policy will apply.
- 23 The policy will be cancelled after the policy holder has failed to pay 2 consecutive premiums.
- 24 MultiSure reserves the right to provide cover for matters arising during a period during which policy premiums fell into arrears.
- 25 No legal fees will be paid to an attorney unless such attorney was instructed by MultiSure or unless the attorney accepts MultiSure's offer of payment for legal services rendered.
- 26 A policy can be cancelled by MultiSure or the policy holder by giving 30 days written notice.
- 27 The rules of this scheme are not inconsistent with the provisions of the Short or Long-Term Insurance Acts.
- 28 Apart from any exclusions set out in the policy document which will be sent to the member, the following will be specifically excluded from cover under the LEGALSURE legal cover plan:
  - The insured's business, trade or occupation.
  - Professional sport, copyrights, patent rights or similar rights.
  - A legal action involving MultiSure.
  - A traffic offence for which an admission of guilt fine has been determined.
  - Where it is clear that the policy holder has no defence against a civil claim.
  - Where the policy holder is involved in nuclear weapons material, civil commotion, war, mutiny, insurrection, revolution.
  - If the policy holder insists on and defending/handling a matter in a way which differs from the advice of the attorney that represents the insured, or when the insured does not give timely, proper and complete information to his/her attorney appointed by MultiSure.
  - The recovery of payment of any excess in respect of motor vehicle insurance.
  - The use of power driven vehicle, water craft or aircraft in racing.
  - Debt collection matters.
  - Where the policy holder wants to enforce his/ her rights as a landlord.
  - Divorces prior to a two year waiting period lapsing.
  - Maintenance matters prior to a two year waiting period lapsing.
  - Any known losses, claims for incidents or events prior which were known or occurred prior to the inception date of this cover.
  - Any legal matter which is not in the personal and private capacity of the Insured or is in any way business-related.
  - Legal action instituted against the policy holder or where the policy holder must institute action in a court outside South Africa.
  - Where the policy holder's action / defence forms part of a class action.
  - Where the policy holder's actions or that of his dependants are vexacious or malicious
  - Acts performed by the insured as a representative of a legal entity.
  - A dispute which falls within the jurisdiction of the Small Claims Court.
  - Blacklist removal prior to a two year waiting period lapsing.
  - Where the action is based on defamation, insult, verbal abuse, or any other infringement of the Insured's personality, reputation or dignity.
  - Property transfer costs.
  - Legal expenses where such legal expenses are those of a third party incurred by the policy holder as a result of a court order awarded in favour of the third party against the policy holder.

### *TERMS AND CONDITIONS FOR MultiSure INDEPENDENT CONSULTANT (IC).*

- 1 Only members of MultiSure's LEGALSURE legal cover or FUNiSURE death benefit plan are entitled to become a MultiSure IC and market its products.
- 2 No fee is payable for becoming a MultiSure IC and a policy holder shall become an IC and start earning a referral fee as soon as he/she recruits another individual as a member of MultiSure's death benefit and/or legal cover plan and provided that he/she has made his/her first and all subsequent policy premium payments due to MultiSure.
- 3 A member of LEGALSURE legal cover plan shall also be entitled to market MultiSure's FUNiSURE death benefit product and vice versa.
- 4 An IC shall operate his/her own business, is an independent contractor (for all purposes including tax and otherwise), and is not an employee, legal representative or agent of MultiSure or any other MultiSure IC.
- 5 An IC can terminate his association with MultiSure at any time in writing.
- 6 An IC shall for a period of five (5) years after termination of this agreement hold in confidence any trade secrets, sales and distribution systems, formulas, literature and business information which the IC acquired during the term of this agreement and will not use such items directly or indirectly.
- 7 An IC who terminates or who's association with MultiSure is terminated shall lose his/her status with MultiSure and shall, if re-qualifying as an IC, be treated as a new IC.
- 8 To be entitled to the benefits and referral fees due to him/her, an IC shall ensure that his/her membership remains valid and shall ensure that all policy premiums are paid on time and as set out above. No referral fees or bonuses or any other benefits shall be payable to ICs whose policy premiums are not paid by the due date.
- 9 MultiSure shall not be held liable for any consequential or incidental damages caused by its breach, cancellation or suspension of this agreement, whether or not the possibility for such damages are known to MultiSure.
- 10 An IC will operate his/her business in such a manner and at all times to enhance the reputation of MultiSure and ensure that his/her conduct complies with the rules and policies of MultiSure.
- 11 MultiSure may, in its absolute discretion, immediately suspend and/or terminate a member's association by notice in writing to the IC in the event that MultiSure has reasonable grounds for believing that the IC has breached any provisions of this agreement.
- 12 An IC shall become entitled to earn referral fees, bonuses and benefits when he/she recruits other individuals as MultiSure policy holders and shall receive the said referral fees, bonuses and benefits and shall advance to higher referral fees, bonus and benefit levels as set out in the rules and policies document which is incorporated in this agreement.
- 13 MultiSure may in its sole discretion and at any time alter the income levels, referral fees, bonuses, benefits and required qualifications as set out in the rules and policies document if MultiSure deems such alterations to be in the interest of itself and/or its Members and/or its ICs.
- 14 Alternative benefits to those set out in the LEGALSURE brochure may be introduced in the sole discretion of MultiSure and in such cases the costs, referral fees, bonuses and other benefits shall be determined by MultiSure in its sole discretion.

NB: ALL COMPLETED APPLICATION FORMS MUST BE SUBMITTED TO MultiSure (Pty) Ltd, 1st Floor, 6th Ave Shopping Centre, cnr 6th Ave & Heugh Rd, Walmer, Port Elizabeth or P.O. Box 63943, Greenacres 6057. Tel: 08600 53425 Fax: 041-581 0746